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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

A New Workmen's Compensation Rule.

WE PRINT elsewhere a rule which has been made under the Workmen's Compensation Act, 1906, in substitution for rule 88 of the Consolidated Rules of July, 1913, which is annulled. The rule regulates the court in which proceedings under the Act may be taken, and introduces two new sub-clauses, one relating to proceedings in the metropolitan county courts.

The Judicial Committee.

IT IS announced that Sir ALFRED CRIPPS, who will apparently be known henceforth as Lord PARMOOR of FRIETH, will sit as a member of the Judicial Committee. He has held no "high judicial office" so as to enable him to sit on the Committee as a Privy Councillor, but the Judicial Committee Act, 1833, reserves to the Crown power to appoint two Privy Councillors who have not held high judicial office to be members of the Committee, and it is presumably under this power that Sir ALFRED CRIPPS will be enabled to take his seat at the Board, and, indeed, he is just the kind of lawyer—practical, widely experienced, and sound—to be an acquisition to the tribunal. For there is too great a tendency now to regard the Judicial Committee as a court to be composed of miscellaneous elements got together—we will not say as chance—but certainly as opportunity permits. We notice in a leading article in the *Times* of the 10th inst. that this kaleidoscope constitution is regarded as a good thing; but this is a wholly mistaken notion, and if the court is to have the position in professional estimation that is apparently desired, its constitution should aim at some sort of permanence and continuity. So long as the Judicial Committee is primarily a court for the Colonies and India we are not greatly concerned here with its work. But in the course of the year it may be assumed that Irish appeals will be transferred to it under the Irish Government Act, and the amalgamation with it of the judicial House of Lords seems to be only a question of time. It is in view of this that we desire the Judicial Committee to cease to be a more or less casual tribunal, and to assume the efficiency and dignity of a court, both in the permanence of its judges, the place and manner of its proceedings, and the delivery of its judgments.

Judicial Rules.

WE NOTE with interest the tendency which Mr. Justice SARGANT has shewn during the short time that he has been upon the Bench to deprecate the practice of endeavouring to discover whether the case before the court comes within the four corners of a so-called rule established by some similar previous case. On more than one occasion remarks have fallen from his lordship which shew that he intends to decide each case that comes before him as far as possible on its merits, and only to look at previous cases for the purpose of discovering whether the principles of law enunciated in them in fact apply. This course has frequently been urged by judges as specially appropriate in cases on the construction of wills, and in *Re Phillip Williams* (*ante*, p. 198) SARGANT, J., said: "I do not propose to follow the fallacious course so often deprecated of looking at the authorities first, and then seeing how this will differs from them." But the tendency to establish judicial rules is not confined to cases of wills. There are so-called rules on all sorts of points, such, for instance, as the rule in *Joplin Brewery*, the rule in *Lord Chesterfield's Trusts*, and the rule in *Allhusen* v. *Whittell*. This last rule is a particularly dangerous one, and SARGANT, J., did not hesitate to refuse to apply it in *Re McEwen* (*ante*, p. 82), which was before him last term. His lordship has even gone so far as to imply that the oldest established of these rules should be applied with great caution. Thus in the case of *Re Francis Embury* (*ante*, p. 49), the rule in *Sibley* v. *Perry* (7 Ves. 522), which in certain cases confines "issue" to children, was treated somewhat freely, and its operation excluded. The learned judge there said that Lord ELDON never intended the case of *Sibley* v. *Perry* to establish any rule at all, and if it did establish any rule at all to-day, it was only a rule that one particular ambiguity should be determined in one particular way. At the same time, SARGANT, J., would probably agree with us that this treatment of authorities must be confined within somewhat narrow limits. In the construction of wills, as well as in other matters, practitioners would be very much at sea if they could not rely on judges following the authorities.

The Army and the State.

THE RECENT military trials in Germany in connection with the Zabern affair have been a striking illustration of the position of superiority which army officials assume for themselves in that country; and the result seems to have been as astonishing to the civil population there, as it would be impossible here. With us the Army Act, 1881, is careful to make all members of the army amenable to the civil courts. There is, of course, discipline within the army, which is administered by courts martial, though they are subject to the control of the High Court, if they exceed their jurisdiction; and if a person has been punished by a court martial, the punishment must be taken into account if he is afterwards tried by a civil court for the same offence. But the liability to process by court martial does not exempt a soldier from liability to answer his offence in a civil court (Army Act, s. 162), and nothing is more likely to incite a High Court judge to exercise his authority than any attempt on the part of military officials to interfere with the rights or liberties of civilians. The cases of *habeas corpus* furnish interesting illustrations of this. In fact we have reason to pride ourselves on having an army which is sufficient for its purposes and is subservient to the civil authorities, while at the same time it is held in genuine esteem. That the recent occurrences are opposed to the great mass of opinion in Germany we shall no doubt shortly see. In fact in all civilised countries civil opinion is wholly opposed to the ideas for which large armies, and armaments generally, stand. For measures of police, whether national or international, they will always be useful, but there their utility stops. Against their use as mere fighting machines the modern world is in revolt, and it is for statesmen to adjust themselves and their measures to this feeling.

Limitations to an "Heir."

IT IS singular to find the question raised at the present day whether a limitation in a deed to a man and his heir in the singular, will create an estate in fee simple; but this was the subject of decision in *Re Davison's Settlement* (1912, 2 Ch. 498), before WARRINGTON, J. According to Lord COKE the use of "heirs" in the plural is essential. "If a man give land to a man and his heir in the singular number, he hath but an estate for life, for his heir cannot take a fee simple by descent, because he is but one, and therefore, in that case, his heir shall take nothing" (Co. Lit., 8b). But on this Mr. HARGRAVE comments:—"According to many authorities *heir* may be *nomen collectivum*, as well in a deed as in a will, and operate in both in the same manner as *heirs* in the plural number." In wills, which can be construed more freely than deeds, the interpretation of "heir" as *nomen collectivum* has long been allowed, though the reasoning of *Dubber* v. *Trollope* (Ambl. 453), where this was established, seems to apply equally to deeds. "The reason given by Lord COKE," said EYRES, L.C.J., "that the heir should take nothing because he was but one, is by no means convincing, and can never hold when it is considered that there can be but one heir at one time; for heirs are to take one after another in a course of descent, and there can be but one heir at once." But in fact, all the cases in which the wider construction has been admitted, appear to be cases of wills (Challis, Real Property, 3rd ed., p. 222), and the rule still is that "heirs" in the plural is necessary to create a fee simple under a limitation in a deed: see *Chambers* v. *Taylor* (2 My. & Cr. 376). In the present case WARRINGTON, J., examined the authorities upon which the contrary opinion of Mr. HARGRAVE was founded, but held that they did not justify this opinion, and he applied the established rule. Land was limited in trust for A for life, and then as she should by will appoint, and, in default of appointment, in trust for her "heir-at-law." If "heir" could have been read as equivalent to "heirs," the rule in *Shelley's case* would have applied, and A would have taken, in the event of the testamentary power not being exercised, an estate in fee simple. This construction, however, was not admissible. At the same time, the heir was not in the evil case represented by Lord COKE, so as to take nothing. The express limitation of a life estate to the ancestor prevented that, and he would take, in default of appointment, a life estate. The whole thing, of course, is founded on subtleties which we ought to have outgrown, and we hope the simple amendment of the law which dispenses with the use of words of limitation for a fee simple, and which is proposed in Part IV. of the Real Property Bill, will soon be made.

The Rule in "Toulmin v. Steere."

WE REGRET that the House of Lords did not take the opportunity offered by *Manks* v. *Whiteley* (1911, 2 Ch. 448, PARKER, J.; 1912, 1 Ch. 735, C.A.; on appeal *Whiteley* v. *Delaney*, reported elsewhere) to get rid of the doctrine of *Toulmin* v. *Steere* (3 Mer. 214). That doctrine is an exception from the general rule of equity, that where an estate in land and a charge on the land unite in the same person, the charge will, in the absence of a contrary intention, be kept alive if this is for the benefit of the owner of the land. In the case, however, where a purchaser of land gets in a charge upon it, or where the purchase-money is applied in paying off a charge, this rule does not apply, and the charge is not kept alive unless such is the actual intention of the purchaser. The exception, it is obvious, may operate so as to give priority to subsequent charges, and it has frequently been the subject of adverse criticism. It has been said that the exception is not to be extended, and criticism has gone so far as make it a reasonable opinion that *Toulmin* v. *Steere* was in effect overruled. In *Manks* v. *Whiteley*, PARKER, J., while recognising the case, further restricted it, and in the Court of Appeal MOULTON, L.J., would have expressly overruled it, but the majority of the court (COZENS-HARDY, M.R., and BUCKLEY, L.J.) unfortunately treated it as still a binding authority. In the House of Lords it was not strictly necessary to consider it, and Lord HALDANE expressed no opinion on it; but Lord DUNEDIN considered that the decision should be followed on account of its age. This was doubtless due to unfamiliarity with the course of English decisions. In fact, *Toulmin* v. *Steere* has been tottering for years, and might easily have been got rid of. But without resorting to the question of presumption against merger,

the House held, in accordance with the judgment of MOULTON, L.J., in the Court of Appeal, that the form of the transaction had not operated to the prejudice of FARRAR, the new mortgagee, whose money had been applied, without his knowledge, in paying off the old first mortgagee, AKROYD. This, it was alleged, let in a second mortgagee (MANKS) as first mortgagee, and so the Court of Appeal held. But the House of Lords have restored the judgment of PARKER, J., in favour of FARRAR. The litigation has raised some difficult points, and though the actual decision of the House of Lords is in accordance with the justice of the case, the judgments, as at present reported, are not so illuminating as might have been expected. On a matter of this kind we miss Lord MACNAGHTEN.

The Lost Records of a Court.

IT IS not often that the records of a great and important court are lost for a period of forty years. When they are lost it is still less usual to find them again. Yet such has been the fate of the Court of Arches, a tribunal which in ecclesiastical matters stands on the same footing as the Court of Appeal does in matters lay, and whose judge is next in dignity after the judges of the High Court. Its records for over two centuries—from 1660 to 1856—some 2,000 volumes in all, simply went astray. In 1858 they were at St. Paul's Cathedral, whence in that year they were removed to Lambeth Palace. There they were thrown into some dungeon, which Sir LEWIS DIBDIN describes as a "deep stratum of London soot and dust." Their nature and contents were forgotten. It was not until 1903, when Sir LEWIS DIBDIN became Dean of Arches, that it occurred to anyone to explore the room which we have described as a dungeon, and it was only last year that Sir LEWIS was able to go through the papers and ascertain their nature. So during all the middle Victorian Age, when heresy-hunts and ritual disputes were rife in the Church of England, her ecclesiastical courts were deprived of the guidance afforded by two centuries of important decisions! Perhaps it was as well. The Privy Council Committee may have found it easier to take a broad and tolerant view of ecclesiastical disputes. And in view of the Kikuyu controversy, we are not certain that the discovery of the lost documents will add to the weal of the Church.

The Contents of the Records.

SIR LEWIS DIBDIN, at a dinner of the Authors' Club on Monday night, gave a description of these lost records. They fall into three groups. One deals with wills and marriages—appeals in probate and divorce cases. Another deals with moral discipline as enforced by courts spiritual on laity and clergy alike. A third is concerned with the control of church fabrics, offices and endowments. Some of the incidents related in these suits, said the Dean, are most remarkable. One tells of a long, long feud, which lasted throughout the eighteenth century, between the Archdeacon of Wells and the Chancellor of the Diocese. One set of papers, he said, contains an account of the most fashionable divorce of the day, while the next suit recorded relates to the disciplining of a village virago. One incumbent is proceeded against in the church courts "for drinking too much"; another for throwing away his old tobacco pipes "into the churchyard"—apparently some form of sacrilege; while a third is charged with "keeping a cheese in the font and suffering it to remain there all the winter to the great discomfort of the parishioners sitting near by!" Indeed, the Dean expressed surprise to find what an enormous number of people were cited in the ecclesiastical courts for "disrespect to the clergy" and "irreverent behaviour." A certain Doctor EYRE, when Chancellor of Bath and Wells in the eighteenth century, seems to have created what Sir LEWIS regards as an ecclesiastical "Zabern incident." The Archdeacon, during an episcopal visitation, exercised archidiaconal jurisdiction in his deanery. This the Chancellor, as judge of the Bishop's Court, regarded as *lèse majesté*, or contempt of court. He promptly excommunicated the Archdeacon! But, unfortunately, he was himself in contempt at the moment: he had disobeyed an order of the Court of Arches. Hence, after a solemn suit in the latter court, his sentence was declared invalid and the Archdeacon was allowed to resume the communion of the faithful. But, while Dr. EYRE, sitting in his Consistory Court, had been passing his sentence of excommunication on the Archdeacon, some of the lay bystanders dared to laugh at him. He promptly excommunicated them! Then a verger took away a document from the cushion on the Chancellor's office desk, and was excommunicated too. Finally, all these excommunications were revoked by higher authority, and Dr. EYRE had to pay the costs. It all seems very quaint and weird nowadays, but then, what will MACAULAY'S New Zealander ten centuries hence think of the Kikuyu dispute should it come into the courts? We cannot pretend to say.

Theatre Bars and the Shops Act, 1911.

ONE OF the metropolitan police magistrates had recently to consider a question of more than ordinary interest under the Shops Act, 1911, arising out of a summons for employing a female assistant in contravention of the Act. It appeared that the young woman was employed at a public house as a relief hand from 10 a.m. to 5.30 p.m. except on one day of the week, when she left at 1 p.m. On every day, however, after leaving the public house she went to a music-hall in which it was alleged that the defendant was also interested, and served at the bar until 11 or 11.30 p.m. It was contended by the prosecution that she was practically employed from 10 a.m. till 11 or 11.30 p.m. under the same management without a weekly half-holiday, and that the defendant was guilty of an offence under the Act. For the defence it was contended that the public house and the theatre were two separate businesses and that the bar of the theatre was not a shop within the meaning of the Act. The magistrate accepted the defence, and the summons was dismissed. The question whether the public-house and the theatre were two separate businesses was one of fact on which in the absence of further evidence it is not easy to give an opinion, but if the learned magistrate considered that the bar of the theatre was not a business to which the Act could apply, we have some difficulty in following his decision. By section 14 the expression "shop" includes any premises where any retail trade or business is carried on. The expression "retail trade or business" includes the sale of refreshments or intoxicating liquors . . . "but does not include the sale of programmes and catalogues and other similar sales at theatres and places of amusement." We can find nothing to support the inference that any one employed at the bar of a theatre in the sale of refreshments or intoxicating liquors is excluded from the operation of the Act, and should be glad if the question were further considered in a Divisional Court.

The Dangers of the Streets.

THE Supreme Court of New Zealand had recently to consider the evidence of negligence in a case which we should have thought was likely enough to occur in any large city or town. The plaintiff was walking along the footpaths of a street in Wellington, and when opposite certain buildings, the windows of which were being cleaned, he was struck by a falling ladder and injured. The ladder was being used in connection with the window-cleaning operations, and was under the control of the defendant's servants, and the evidence to support the case of the plaintiff was that of a builder, called as an expert, who said that on a quiet day, if a ladder were handled and fell while two men, as in the case under consideration, were looking after it, there must have been some negligence. The court considered that judgment should be entered for the plaintiff, for precautions should have been taken to prevent an accident, either by keeping passers-by off the footpath or by having the ladder secured. We are rather surprised, considering the familiar warning against walking under ladders, that there appear so few cases in our books of negligence in which accidents similar to that in the New Zealand case have been the subject of inquiry in our courts.

The Law of the Lost Golf Ball.

WE HAVE always assumed in our ignorance that when a golfer lost a ball he promptly went and got another, but Judge PARRY has taught us better, and has contributed as well to our amusement as our enlightenment in his article with the above title in the current *Cornhill*. We now discover that a golf ball is a thing of value; of such value, indeed, that it may come within the law of treasure trove, though that applies only to the

precious metals. We should have thought, having regard to the origin of the game, that the extreme limit was 6d., but that we find is wrong. Obviously we are far too deeply ignorant of the whole thing to appreciate properly the learned judge's article, and then there is the curious jargon which golfers affect. But those who like law and golf pounded up and mixed together, and served with a piquant sauce of wit and antiquity, will find the article a mine of good things. May we suggest, however, to the author and his fraternity—at golf, not on the bench—that they should confine their pastime to those distant and healthy places where the sea can be heard, and where the lost ball raises the difficult question of flotsam, jetsam, and ligan which Judge PARRY expounds with such zest? At present the tendency is to convert the Home Counties into a wilderness by felling all the trees and expatriating all the cattle to make way for new links. If the Chancellor of the Exchequer were any one else than Mr. Lloyd George we should look for remedy to taxation; but it would be easier to repeople the deer forests of the Highlands than to restore the land which is being withdrawn wholesale from its proper uses.

An English Bar Association.

IN the current number of the *Fortnightly Review* there appears an article styled "The Need of an English Bar Association," which, we fancy, represents views held by a not inconsiderable minority of the English bar. The author, Mr. HOLFORD KNIGHT, is one of the counsel to the Mint at the Old Bailey; he has appeared not infrequently as Treasury Counsel in important cases on the Home Circuit; and he has been a candidate for the House of Commons. He is therefore a practical lawyer and man of affairs, not a mere theorist whose views may be dismissed as the visions of an academic doctrinaire. And the point of view he expresses in his article is that of the thoughtful barrister, also a man of affairs interested in social and legal reform, who feels that somehow or other the English bar has ceased to have any collective weight or moral authority with the public opinion of England. Individual members of the bar, it is true, enjoy great political and social influence. Parliament is full of barristers, practising and non-practising. Literature, Philanthropy, the Churches—all these have many active supporters who are members of the inns of court. Legal reform, social reform, and the cause of international peace owe much to particular barristers who have given to them their enthusiastic aid. But it is as individuals, not as lawyers, that these men act and are honoured. Collectively the bar is nothing. It has no opinion to express. It is viewed with hostility by advanced opinion in the community, and with condescending amusement at its supposed "pedantry" by conservatism. It makes no collective contribution to the intellectual wealth and the moral progress of the day.

Why is this? Mr. KNIGHT finds the answer in the defective organisation of the bar. Scattered among four inns of court ruled by a self-elected oligarchy of benchers, members of the bar have no means of asserting their corporate individuality such as is so amply possessed by solicitors in the Law Society. True, there is the Bar Council, in theory a representative body. But in practice the system of circuit nominations and Chancery nominations has confined its membership to the busy King's Counsel and juniors of the day. These men are too much occupied to give much attention to questions of jurisprudence: hence they mainly confine their energies to the details of professional etiquette. Their attitude towards legal reform has long been a byword—mere negation and an ever reiterated assertion of "*Leges Angliæ nolumus mutari.*" Any member of the Bar Council who ventured to propose at any of its meetings that it should consider, let us say, the underlying causes of that deep distrust of bench and bar which is often found among laymen to-day, would be snubbed and voted an intolerable bore. Once a year, indeed, there is a meeting of the whole bar, and we will quote Mr. KNIGHT's description of it:—

> They are invited to a general meeting, at which a statement of the work of the Council during the year is presented, and that statement is carefully restricted to matters immediately relating to the profession. Theoretically, this report is presented for discussion as well as approval, but the perfunctoriness of the occasion has become so marked that it is regarded as a waste of time to offer any observations. The result is that a period of forty to sixty minutes suffices for the only opportunity during the year when the bar is supposed to assemble in conference. These circumstances establish beyond question the fact that the bar as an active constituent of public opinion is non-existent. The older men, accustomed to the routine of years, are probably quite content with this annual rehearsal, but the more active-minded among the junior bar, with a sprinkling of leaders, are far from satisfied. On the contrary, they desire to see the English bar provided with machinery adequately designed to enable it to play its part in the formation of public opinion.

We must admit that in these sentences Mr. KNIGHT makes out a strong case for the view he presents, but how is all this to be changed? How is the bar or the thoughtful minority of its members, who cherish larger than merely professional views, to embark on the task of setting its house in order? Mr. KNIGHT suggests that the solution is to be found in the example of foriegn countries and our own colonies. Why not form an English Bar Association on the lines of those existing in France, Canada, and the United States? In 1878, he tells us, the American Bar Association was formed. Its objects were declared to be: "To advance the science of jurisprudence, promote the administration of justice and uniformity of legislation thoughout the Union, uphold the honour of the profession of the law, and encourage cordial intercourse among the members of 'the American bar.'" He thinks that this association might well be taken as the model of a similar institution in England.

Mr. KNIGHT is nothing if not practical in his suggestions, and he has a scheme thought out—at once detailed and elastic—for promoting his end. He suggests that a group of members of the bar should petition the Bar Council to call a special meeting of the profession to discuss the formation of such an association. When formed, it should meet once a year for about a week in the last week of vacation, when busy men are back in town, but not yet engaged all day in court. The Lord Chancellor should be invited to act as president. He or some other eminent judge should deliver an annual address, on the lines of that delivered by Lord HALDANE at Montreal. Members of the bar desirous of reading papers on juristic or technical questions should be invited and permitted to do so. Discussion shou'd follow these papers. If necessary, the association should be divided into sections to cover the ground dealt with in the papers. Questions on social and legal reform, even economic and *quasi*-political questions, should be raised, debated on, and put to the vote. In this way, the dormant intellectualism of the bar would be aroused, and it would render valuable social service in the way for which it is particularly fitted. Mr. KNIGHT'S paper is most stimulating, and the idea it expresses is well worthy of careful consideration by enlightened legal minds.

Proposed Reforms in the King's Bench Division.

THE second and final report of the Commissioners appointed early in 1913 to inquire into the causes of delay in the King's Bench Division may be described as a characteristically English document. It is essentially opportunist; the Commissioners refuse to take too seriously the logical changes proposed by Lord HALDANE; and a sane, practical opportunism has long been a leading feature in our national character. Only obvious changes, the necessity of which is demonstrated by cogent evidence, have commended themselves to the Commissioners. Again, it is filled with the spirit of compromise. The late Bishop CREIGHTON, we believe, once said the Papacy was essentially a Whig institution. He meant that the Vatican had always to reconcile many conflicting national interests, and therefore could never base its religious policy on an attitude either of pure negation or of ardent enthusiasm. The Commissioners have had to satisfy, likewise, many conflicting interests; those of town and circuit, bar and solicitors, judges and masters, litigants and lawyers;

and the result is that their scheme is essentially tentative. Still, again, it is the genius of our race, and, above all, of English legal institutions that we act only on experience and evidence, not on mere theory and speculation. Hence, for almost every remark and every proposal in the report an authority is quoted in the shape of some witness who gave his views to the Commission in that public confessional, the witness-box.

There is much that is of great interest in the voluminous catechism of questions and answers which make up the 220 pages containing the Minutes of Evidence as set out in the Blue Book published last month. This is not the whole evidence before the Commission; it is merely an addition to that published last year in the *interim* report and commented upon in these columns at the time (57 SOLICITORS' JOURNAL, pp. 514, 530, 551). Space forbids us to extract it, or even to summarize it at length, but it is so extremely interesting to observe the *facta probata non probabilia* which have actually influenced the Commission, that we will give here a few passages from the evidence indicated by themselves in their references as having chiefly weighed with them. Apart from minor reforms, the four largest alterations suggested by the report are (1) Abolition of the grand jury; (2) transfer of revenue business to the Chancery Division; (3) shortening of the Long Vacation to an interval of two months only; and (4) the adoption of an age limit for judges in the King's Bench Division. On the first, third, and fourth points the report makes a definite recommendation. The second it only suggests for fuller consideration, being of opinion that a proposal on the point would be *ultra vires* of its powers, but the Commissioners make no secret of their favourable leaning to the change suggested, which they go out of their way to advocate. On each of these points it is possible to select passages which (from their own references) had obviously the chief influence in deciding the minds of the Commissioners upon the issue in dispute.

Especially interesting is the recommendation that the grand jury should be abolished. There is obviously great diversity of opinion on this point amongst all concerned in the administration of criminal justice: the press is filled with the comments, *et cathedra* or otherwise, of judges, recorders, and chairmen of quarter sessions. Nor was there less diversity on the part of witnesses before the Commission. The Commissioners themselves, indeed, think that grand juries have been historically useful in protecting accused innocence where a petty jury would have convicted, and they give the curious instance of Governor EYRE. Now, that celebrated person, in the opinion of most people, richly deserved trial for his strange proceedings in Jamaica, and certainly Lord Chief Justice COCKBURN took that view. For he charged the grand jury again and again, when they persisted in ignoring the bill against EYRE, and endeavoured by every conceivable appeal to their sense of justice to secure a reversal of their decision. But, apart from Governor EYRE'S case, the Commission seem to think that grand juries have usually proved harmful; and the evidence which convinced them on the point is clearly that of Mr. Justice SCRUTTON. It is so piquant that we give the question and answer:—

> 3109. (*Chairman.*) Have there been cases in your experience where a grand jury has done harm by throwing out bills without judicial direction?—We had one very marked case at the Old Bailey. I do not know whether it was due to anything peculiar in the foreman or not, but a grand jury at the Old Bailey on one occasion suddenly took upon itself, without any direction from the judge, to throw out a number of bills for murder, and to find bills for manslaughter in some difficult cases where it was a question whether the true bill should be murder or manslaughter, though probably the common jury might find manslaughter. It may have been due to some peculiar idiosyncrasies, but in that particular year, I think, three murder cases—doubtful cases—were thrown out, and manslaughter bills found, without any direction from the judge. Except for that experience with an Old Bailey grand jury, I have not had any experience in counties.

Moved by abuses such as this, the Commission pass lightly over the fact that, except in cases covered by the Vexatious Indictments Act, any person can prefer an indictment against anyone else at assizes or quarter sessions—an anomaly which will have to be abolished if grand juries are to be ended. In such case it will be necessary to provide that hereafter no indictment shall be preferred unless justices have held a preliminary investigation and committed the accused for trial.

The important question of transferring revenue business to the Chancery Division deeply impressed the Commissioners. But the cause of their interest in this side-issue to the inquiry is notable. It was not based on the matter of delay at all. What happened was that the Solicitor-General, Sir STANLEY BUCKMASTER, made a strong attack, in the course of his evidence, on the present, as he deems it, unjust and unfair system of trying revenue cases by *quasi*-criminal information in the King's Bench Division. The procedure is a gross abuse of the prerogative, he says, and contains numerous points unfair to the subject which Law Officers of the Crown are obliged to take, however reluctantly, in the interests of their client, the State! He proposes that such cases should be initiated by originating summons in the Chancery Division, and that the old prerogative procedure by information, with the special privileges for the Crown, should be abolished. We give here a short portion of his long answer to question 2885, in which he raises the point:—

> At the present time the subject has practically no remedy in the event of claims being made against him for duty which are not withdrawn. I regard this as an injustice; he should be at liberty to take out a summons and have the matter settled at once, and by the cheapest form of procedure. I am satisfied that this procedure could be made applicable to a large number of cases, which would shorten the time that they now occupy, and relieve the King's Bench Division entirely of their decision. I feel very strongly about this, my Lord, though it is not a matter entirely associated with the arrangement of business. It does seem to me that the subject has a right to some simple method of determining whether a claim that is made against him for taxes is right or wrong. The Law Officers, of course, are bound to support in every detail the existing prerogatives of the Crown, and it follows, when proceedings are taken in regard to a declaration as to whether a form is in order or not, that the Law Officers are of necessity compelled to say that it is contrary to the Crown's prerogative; they are bound to do so. But it is certainly hard that a man's estate should be charged with a duty that he resents, and that his only means of getting it settled is by waiting until an information is filed against him. Now the procedure which I suggest should be adopted is one of absolute simplicity which would apply to many cases, and would readily determine whether duty attaches to certain other property, and if so at what rate.

Many and various, of course, were the opinions on the shortening of the Long Vacation. Except Lords HALDANE and LOREBURN, the bench and bar opposed it unanimously. These eminent authorities, on the other hand, were in favour of abolishing the vacations altogether, leaving judges to take their own holidays. And solicitors clearly leaned towards this view, although it was not officially advocated by any representative member of the profession. Lord HALDANE seemed to think the change would be simple, easy and popular with the public at large, and in the following pungent passage he pours scorn on those who would oppose it:—

> 4694. Of course, there would be a very considerable objection on the part of many persons to anything that actually abolished the rigidity of the Long Vacation?—There are always objections to these things wherever you go. When I was at the War Office, we never thought of having rigidity as regards our vacation. We got through the business and we arranged the business so that it should be got through, and those who were wanted to transact it were there. The members of the Army Council used to go in rotation. I, myself, used to go away. We kept a sufficient staff together, and they had their holidays at other times, and I do not see why what applies to the Civil Service should not apply with, it may be, some modifications to the legal profession.

In answer to Mr. Justice DARLING, however, Lord HALDANE admitted that no such abolition of judicial vacations is known in any colony or foreign country with whose arrangements he is acquainted. Indeed, even in the United States and Canada the English system is followed. In the former country, too, it appears, the Long Vacation is actually three months instead of two-and-a-half. In Germany, Scotland, and Ireland a similar system to the English prevails. Evidently, bench and bar everywhere are conservative of their traditions where "close time" is concerned, and the orthodox view on this point was vigorously

championed by an otherwise progressive witness, Mr. Justice SCRUTTON. Here are his views on the matter:

> 3157. Supposing you did shorten the long vacation, would not it have a tendency towards dividing the work more?—It is difficult to be sure, but I do not think so. I think the man with a large practice would come back earlier for his term's work, particularly when a junior; perhaps a big leader might not. A junior would be obliged to do it. Mr. Coward will appreciate that a counsel cannot say to a big firm of solicitors: "I am not going to take this case of yours, but I will take as many of the others as you like to send." I have, as a junior, been nearly dead at the end of July, and as a leader nearly dead at the end of July, and the Long Vacation is, I think, wanted for both, so long as you keep the present system whereby, in England, you appoint men to the bench who have been in big business at the Bar. In France and in Germany the judges are a separate class from the start.
>
> 3158. You said something about the judges only sitting London hours on circuit?—If you can make an arrangement by which we only sit the London, or preferably Manchester, hours on circuit, and do not sit on Saturdays, I think you might shorten the Long Vacation; but so long as we work our present circuit hours, and are expected to sit on Saturdays, I do not think the Long Vacation is a bit too long.

The vexed question of an age limit for judges in the King's Bench Division has been solved by the Commission by fixing the retiring age at seventy-two, unless the judge is asked to stay on by a committee of three judges—the Lord Chancellor, the Lord Chief Justice, and an Ex-Chancellor. How was the curious figure, seventy-two, arrived at? It is neither a multiple of quinquennials nor of decades, as one would expect it to be. We fancied at first that the Commissioners must have adopted the method which juries sometimes are said to employ in assessing damages, namely, by each naming a figure and then taking the mean of the total. But it seems this is not so. They adopted Lord HALDANE'S figures, and he gives it in his evidence as follows:—

> 4649. Do you think the age of 70 or 75 would be suitable? I have not been able to make up my mind quite definitely about that; I think 75 is rather too late, and 70 is rather too soon. I think 72 would be a very good age.

To our great disappointment, Lord HALDANE gives no reasons for selecting just these ages. Nor did any Commissioner ask him for a reason. We feel sure that the Lord Chancellor would not arrive at his figure empirically—he is far too much of a rationalist for that. It would have been interesting to learn by what symmetrical and logical process of transcendental dialect a Lord Chancellor, who is also a philosopher, contrived to find in seventy-two the age when a man's prime comes to an end and his decadence begins.

Reviews.

County Courts.

SMITH'S COUNTY COURT DIARY, 1914, CONTAINING ABSTRACT OF ACTS AUTHORIZING PROCEEDINGS IN COUNTY COURTS, COMPILED TO THE END OF THE PARLIAMENTARY SESSION, 1913; THE TABLE OF FEES TO BE TAKEN IN THE COUNTY COURTS; THE REMUNERATION OF OFFICERS, &c. SPECIALLY ADAPTED FOR THE USE OF THE OFFICERS AND PRACTITIONERS OF THE COURTS. 67TH YEAR OF PUBLICATION. Hazell, Watson & Viney (Limited). 10s. 6d. net.

The first part of this useful publication contains general information as to county courts and circuits, including lists of the courts and the Treasury and local officials connected with them; a time table showing the periods in which various steps in the procedure must be taken; lists of general fees and costs, and the fees in bankruptcy and other matters; a list of stamp duties, with the Stamp Act, 1891; and the duties under the various Finance Acts, with the relevant statutory provisions; and then there follows the diary, giving two days to the page. Part II. gives the text of the County Courts Act, 1888, and other Acts authorizing proceedings in county courts; altogether an important collection of statutes, and one which shews the diversity of the business which comes before county courts. It includes the Workmen's Compensation Act, 1906, the Agricultural Holdings Act and the Small Holdings and Allotment Act, both of 1908, and the Companies Act, 1908; and Part III. gives a list of county court forms, all of which are procurable from the publishers. Of course, having so much, we should like more—in particular the County Court Rules—but we presume space forbids. We suggest, however, that the Companies Act and some other statutes might be sacrificed for this purpose. The county court practitioner always wants the rules, but for particular statutes he can go elsewhere. The book, however, in its present form, is handy, practical and well got up.

Licensing Law.

MONTGOMERY'S LICENSING PRACTICE, CONTAINING THE LAW RELATING TO THE MANUFACTURE AND SALE OF INTOXICATING LIQUORS; AND TO THEATRES, MUSIC, DANCING, BILLIARDS, CINEMATOGRAPH EXHIBITIONS, AND ASSESSMENTS OF LICENSED PREMISES. SEVENTH EDITION. By R. M. MONTGOMERY, M.A. (Oxon), Barrister-at-Law, assisted by E. A. PARRY, B.A. (Cantab), Barrister at Law. WITH AN APPENDIX OF STATUTES, FORMS, RULES, AND REGULATIONS. Sweet & Maxwell (Limited). 15s. net.

A book that opens and lies open conveniently predisposes the reader in its favour, and such a book is this. The bulk of the text is naturally devoted to the Licensing (Consolidation) Act, 1910. The sections are presented in large print, with current notes explaining their effect, and giving references to the relevant decisions. A good example of the fulness of this exposition is afforded by the notes on section 23, dealing with the transfer of licences; and the notes to section 20, on compensation for extinction of licences, refer the reader to the interesting cases which have arisen, as to the assessment and division of the compensation. This furnishes the subject-matter of Chapter I., and subsequent chapters deal in detail with matters, such as excise licences, and theatre and music and dancing licences, which are outside the Licensing Act. A chapter is devoted to the registration of clubs, and another to kinematograph exhibitions, and the last four chapters deal with matters of continual practical importance—costs, covenants in leases relating to the sale of intoxicating liquors, covenants to buy beer, &c., from landlords, and assessment of licensed premises. The recent decision of the House of Lords in *Charrington & Co.* v. *Wooder* (*ante*, p. 152), on "fair market price" in a covenant to buy beer from the landlord, is noted in the *addenda*, and at pp. 565-66 will be found an interesting statement of the points as to apportionment of the increased licence duties in the case of a free house, some of which are raised by *Watney, Combe, Reid & Co.* v. *Berners* (57, SOLICITORS' JOURNAL, 687) now under appeal. Altogether the book is useful, convenient, and practical.

Books of the Week.

Workmen's Compensation and National Insurance Law.—Reports of Cases under the Workmen's Compensation Acts including all Cases relating thereto decided in the Court of Appeal (England), Court of Session (Scotland), Court of Appeal (Ireland), and on appeal therefrom to the House of Lords, also Cases on Insurance Law, including those under the National Insurance Act (exclusive of Marine Insurance). Edited by WILLIAM E. GORDON, M.A., Barrister-at-Law. Stevens & Sons (Limited); Sweet & Maxwell (Limited).

Valuation.—Valuations and Compensations. A Text Book on the Practice of Valuing Property and on Compensations in relation thereto for the use of Architects, Surveyors, and others. By Professor BANISTER FLETCHER. Fourth Edition. Revised, rewritten, and greatly enlarged. By BANISTER FLIGHT FLETCHER and HERBERT PHILLIPS FLETCHER, Barristers-at-Law. B. T. Batsford. 7s. 6d. net.

Company Law.—Pitman's Examination Notes on Company Law. By R. W. HOLLAND, M.Sc., LL.B., Barrister-at-Law. Sir Isaac Pitman & Sons (Limited). 1s. net.

Licensing Law.—Brewing Trade Review Licensing Law Reports, 1913. A complete Yearly Record of all Judicial Decisions affecting the Brewing and Licensed Trades, with Notes. Butterworth & Co.; "Brewing Trade Review."

Kinematograph Entertainments.—The Cinematograph Act, 1909, with notes and an appendix of Statutes and Regulations. By A. HUMPHREY WILLIAMS, Barrister-at-Law, and ALFRED HARRIS Solicitor, with an introduction by R. T. JUPP, M.B., B.S., &c. Stevens & Sons (Limited).

The new law courts for quarter sessions, county courts, and petty sessions were opened at Bournemouth, on Tuesday, by the Mayor, Dr. McCalmont Hill. The buildings have cost £15,000, apart from the cost of the site, and have been provided under a joint scheme by the Office of Works and the Bournemouth Corporation. A court of quarter sessions was held in the new buildings, and the Recorder, Mr. R. A. Kinglake, K.C., who for thirteen years has held his court in a schoolroom, congratulated the corporation on having at last provided convenient and dignified accommodation.

Correspondence.

The Tyranny of Officialdom.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Myself *v.* The Local Government Board.

Sir,—When on the 16th of October last Lord Justices Vaughan-Williams and Buckley decided my appeal in this case in my favour they both referred to the public importance of the question involved. In his opening observations the latter said :—"Its importance, upon the general questions which it raises, can scarcely be over-estimated. It is increasingly common by statute to empower Government departments to decide questions affecting rights of property. It is of the first importance that their proceedings should be so conducted as to command the confidence of the public, and that the principles applicable in their conduct should be well understood."

I enclose a copy of the correspondence that has since taken place between the solicitors for the Local Government Board and my solicitors with reference to the appeal which the Board is bringing to the House of Lords.

In these days, when it appears to be the policy of the authorities to take away from the public the protection hitherto afforded by courts of law and of placing them under State officials I may be allowed to put forward my case as an object-lesson as to the way individuals can be treated if deprived of the protection of a court of law.

WILLIAM ARLIDGE.

60, William-street, Hampstead-road, N.W., Jan. 9.

CORRESPONDENCE.

Sharpe, Pritchard & Co.,
12, New-court, Carey-street, W.C.
9th December, 1913.

Rex (Ex parte Arlidge) *v.* Local Government Board.

Dear Sirs,—We are in receipt of your letter of yesterday's date requesting payment of taxed costs, upon which we are communicating with our clients.

We are to-day serving you with notice of intention to present petition of appeal to the House of Lords and with five additional prints of the petition, and, pending hearing from our clients, we suggest that you should give us your undertaking to return the costs now to be paid in the event of the appeal to the House of Lords being successful.—Yours faithfully,

SHARPE & Co.

Messrs. Rubinstein, Nash & Co.,
5 and 6, Raymond-buildings, Gray's-inn, W.C.

5 and 6, Raymond-buildings,
Gray's-inn, London, W.C.
18th December, 1913.

Arlidge *v.* Local Government Board.—83, Palmerston-road.

Dear Sirs,—We duly received your letter of the 9th instant intimating that your clients had decided to appeal in this case to the House of Lords.

We have taken our client's instructions on your proposal that we should give our personal undertaking to return the amount of the costs, taxed at £436 13s. 0d., in the event of the judgment of the Court of Appeal being reversed. We regret we cannot comply with your proposal.

It certainly appears that your clients, being a Government Department, are unable to realize or appreciate the fact that in a contest between them and an individual—a contest where unlimited resources and all the advantages that money can secure are on the side of the Government—the circumstances do not call for our client making the concession you ask for. He deems the present an opportune moment to remind you of one or two matters that appear to him to have a bearing on your proposal.

(1) In September, 1910, the Board upheld and allowed our client's appeal against a closing order made by the Camberwell Borough Council, but deliberately, and contrary, in our opinion, to all justice, deprived him of the whole of the heavy costs to which he had been put. This is the more striking as the Board subsequently allowed the same council to charge against the rates the costs incurred in an action for libel arising out of the proceedings which our client successfully brought against an individual member of the council.

(2) In January, 1911, the Hampstead Borough Council made the closing order in respect of No. 83, Palmerston-road, as being unfit for human habitation. Since that date our client has been endeavouring, against heavy odds, to have the order quashed or otherwise determined on the ground that it was unwarranted. In the meantime, however, he has been precluded from re-letting the premises, and is consequently deprived of the income he would otherwise have obtained. The absurdity of the position is the more conspicuous in view of the fact that for the whole time the house has been occupied by a caretaker, his wife, and five young children. Evidence was given on the last enquiry to the effect that the occupiers had, during their occupancy, never been so well in all their lives.

(3) Between January, 1911, and the present date—a period of three years—our client has been put to very heavy expense in resisting the autocratic efforts of the authorities to override the law by denying a litigant, deprived of the right to appeal to a court of law and who has been forced to appeal to a Government Department, to know on what evidence his case is decided. The expenses thus incurred are, as you know, far in excess of the amount of the taxed costs awarded to him by the Court of Appeal—indeed, the actual disbursements outside the amount allowed on taxation exceed the amount at which the Bill has been taxed. Our client would have been pecuniarily in a far better position had he allowed the house to have been demolished by the borough council and not attempted to have proved the council to be in the wrong.

The above brief enumeration of matters which have borne harshly on our client does not by any means exhaust his grievances. The fact must not be forgotten that two of the most respected and experienced judges of the Court of Appeal held emphatically that the Board's methods of dealing with our client's appeal to the Board were "contrary to the principles of natural justice." Even the dissentient judge, while holding that on technical grounds the Board was right in its contention, intimated his view that the evidence on which the Board acted and which our client claimed the right to see should in all fairness have been disclosed to him. In the circumstances an appeal by the authorities to the House of Lords on grounds that have not a shadow of merit is obviously a further act of grave oppression on an individual.

For the reasons we have indicated our client considers, and we think with reason, that the taxed costs should be paid forthwith without imposing conditions upon him or upon ourselves.—Yours truly,

RUBINSTEIN, NASH & Co.

Messrs. Sharpe, Pritchard & Co., Solicitors, 12, New-court, W.C.

2nd January, 1914.

Arlidge and Local Government Board.

Dear Sirs,—On the 8th ult. we wrote informing you that our costs had been taxed at £436 13s. We have since been expecting to receive a cheque fr m you. We shall be pleased if you will now favour us with a cheque by return.

Kindly add the interest payable as provided by the rules.—Yours truly,

RUBINSTEIN, NASH & Co.

Messrs. Sharpe, Pritchard & Co.,
12, New-court, Carey-street, W.C.

Sharpe, Pritchard & Co.,
12, New-court, Carey-street, London, W.C.
3rd January, 1914.

Rex (Ex parte Arlidge) *v.* Local Government Board.

Dear Sirs,—We are in receipt of your letter of yesterday's date, the contents of which we are communicating to our clients, as we did also the contents of your letter of the 8th ult., and with reference to the latter we have been informed that a Treasury warrant for £436 13s. will be forwarded to us in due course.—Yours faithfully,

SHARPE & Co.

Messrs. Rubinstein, Nash & Co.,
5 and 6, Raymond-buildings, Gray's-inn, W.C.

3rd January, 1914.

Arlidge *v.* Local Government Board.

Dear Sirs,—We think it right to mention that as the matters involved in this action are of public importance Mr. Arlidge proposes to send copies of your letter dated the 9th. ulto. and of our reply dated the 18th ulto. to the Press.

We shall be pleased if you will favour us, say, by Wednesday next, with a reply to our last letter, should you desire the reply included in the correspondence.—Yours truly,

RUBINSTEIN, NASH & Co.

Messrs. Sharpe, Pritchard & Co.,
12, New-court, Carey-street, W.C.

12, New-court, Carey-street, W.C.,
7th January, 1914.

Local Government Board *v.* Arlidge.

Dear Sirs,—We duly received your letter of the 3rd instant, the contents of which we have communicated to our clients, but we have had no expression of opinion from them upon the course you propose to adopt.—Yours faithfully, (Sgd.) SHARPE & Co.

Messrs. Rubenstein, Nash & Co.,
5 and 6, Raymond-buildings, Gray's-inn, W.C.

A general outline, says a Reuter message from Washington in the *Times*, of the tentative draft of the anti-trust legislation has been prepared by the majority members of the House Judiciary Committee, for action by the full committee, and to be the subject of conference. President Wilson announced that Bills would cover, first, interlocking directorates; secondly, trade relations and prices; and, thirdly, injunction proceedings and damage suits by individuals. In every case President Wilson's ideas, providing penalties on individuals as well as on corporations, are followed. The Bill inhibiting the interlocking of directorates applies to banks, trust companies, and all industrial corporations engaged in inter-state trade. The committeemen say that this will permit the control to pass to an army of new men instead of remaining in the hands of the few. The Bill designed to stop agreements for the regulation of prices aims effectually at putting an end to secret agreements and "gentlemen's understandings." The injunction measure would give individuals as well as the Government the right to start injunction proceedings for any attempt at injury.

CASES OF LAST SITTINGS.

House of Lords.

WHITELEY AND ANOTHER *v.* DELANEY AND OTHERS.

5th, 6th, and 7th Nov.; 9th Dec.

MORTGAGE—PRIORITY—MERGER—RECONVEYANCE AND NEW MORTGAGE WITHOUT NOTICE OF INTERMEDIATE CHARGE—CONSTRUCTIVE NOTICE—YORKSHIRE REGISTRIES ACT, 1884 (47 & 48 VICT. C. 54)—YORKSHIRE REGISTRIES AMENDMENT ACT, 1885 (48 & 49 VICT. C. 26).

In 1900, *one Ogden mortgaged a freehold property in Yorkshire to Ackroyd, and in* 1901 *he gave the plaintiff Manks a collateral charge on the property. In* 1905 *Ogden gave Ackroyd a further charge. In* 1907 *Ogden agreed to sell the property to Mrs. Whiteley, who obtained the money to pay off the first mortgage from Farrar, and herself supplied the money to pay off Ackroyd's further charge. The transaction was carried out by three deeds—namely, a reconveyance by Ackroyd to Ogden freed from Ackroyd's mortgage and further charge, a conveyance by Ogden to Whiteley, and a mortgage by Whiteley to Farrar. Ogden suppressed from Farrar and Whiteley the existence of Manks' charge.*

Held, that Ackroyd's mortgage and further charge did not merge, and were kept alive for the benefit of Farrar and Whiteley, and the plaintiff, therefore, did not obtain priority.

Decision of Court of Appeal, sum nom. Manks *v.* Whiteley (Moulton L.J., *dissenting*) (1912, 1 *Ch.* 735, 81 *L. J. Ch.* 457) *reversed, and decision of* Parker, J. (1911, 2 *Ch.* 448, 80 *L. J. Ch.* 696), *restored.*

Law of merger considered.

Toulmin *v.* Steere (3 *Mer.* 210) *discussed.*

Appeal from an order of the Court of Appeal discharging an order made by Parker, J., dismissing with costs an action in which the present respondents were plaintiffs and the appellants defendants. The object of the action was to obtain a declaration that a second mortgage, dated October, 1901, held by the late plaintiff, E. B. Manks, by way of collateral security on a property known as the Lower Brow Farm, Haworth, Yorks, became a first charge on the property by reason of certain transactions in the year 1907, to which Manks was not a party, and which took place between one Ogden, the then owner of the equity of redemption, and James Ackroyd, the first legal mortgagee, on the one hand, and the appellants, Mrs. Whiteley and John Farrar, on the other. Immediately prior to the transactions of 1907 the position of the parties was this: (1) Ackroyd was entitled to a first legal mortgage on the farm to secure £300 and interest; (2) Manks was entitled to a second mortgage on the farm to secure so much of the sums of £120 and £380 as had not been repaid and interest; (3) Ackroyd was entitled to a third mortgage or charge on the farm to secure such part of the sum of £178 8s. 11d. as had not been repaid and interest; and (4) subject to a verbal agreement to repay Manks divers small sums, which created a fourth charge on the farm, the property belonged to Ogden. In 1907 Ackroyd required his mortgage to be paid off, and Ogden offered to sell the farm to his daughter, the appellant, Mrs. Whiteley, for £450, and this offer was accepted subject to someone being found to provide the £300 secured by Ackroyd's first mortgage. The second appellant, Farrar, agreed to find the £300, and Ackroyd's first mortgage was paid off. It was then agreed that Ackroyd's further charge should be agreed at a sum of £48 odd, and this sum was paid him by Mrs. Whiteley. These transactions were carried through, and the balance of the purchase-money set off against a debt due from Ogden to Mrs. Whiteley. Throughout all these transactions, which were carried out by three deeds, Ogden failed to disclose the fact that a charge existed in favour of Manks. In October, 1910, Manks issued his writ in the action. Parker, J., held that Farrar, having paid off Ackroyd's mortgage and having obtained the title deeds, became entitled in equity to the benefit of such first mortgage; that the taking by Farrar from Mrs. Whiteley of the security constituted by the deed of the 17th of August, 1907, for the repayment by her of £300, which he had advanced with interest, did not destroy the equitable charge so obtained; that Mrs. Whiteley, on paying off Ackroyd's further charge, became entitled in equity to the benefit of such further charge, and that such charge did not merge by reason of the conveyance to Mrs. Whiteley of the equity of redemption. In dismissing the action Parker, J., held that *Toulmin* v. *Steere* (3 Mer. 210) was not applicable to this case, as it was confined to cases in which the purchaser had notice of the subsequent incumbrance, and that that fact was sufficient to distinguish it. The Court of Appeal (Cozens-Hardy, M.R., and Buckley, L.J., Moulton L.J., dissenting) reversed that judgment, Buckley, L.J., being of opinion that *Toulmin* v. *Steere* applied to the present case, while Moulton, L.J., though it was wrongly decided and ought not to be followed. The defendants appealed. Manks had meanwhile died, and the action was ordered to be carried on by his executors the Rev. E. C. Delaney and G. H. Manks, and by reason of Ogden being make a bankrupt he was struck out, and his trustee in bankruptcy, Walter Durrance, made a party in his stead.

THE HOUSE having taken time to consider,

Lord HALDANE, C., in allowing the appeal, considered it unnecessary to express any opinion as to whether *Toulmin* v. *Steere* was rightly decided, and moved that the judgment of Parker, J., should be restored.

Lord DUNEDIN said that it was absolutely necessary to master the facts, and the opinion he had formed coincided with the view taken of the facts by Parker, J. That view absolved him from the duty of considering whether the much-canvassed case of *Toulmin* v. *Steere* was or was not rightly decided. He confessed he avoided that task with gladness. Not only was it a judgment of a great judge, but it was years old, and only the strongest reasons should make a court of last resort upset a judgment on a point of conveyancing which had remained as authority for so long a time. So that, however the case might be decided, if it occurred now for the first time he would be inclined to hold that, if the facts of the case were identical, *Toulmin* v. *Steere* should still be followed. It was clear, however, that there had been, to say the least of it, a great reluctance on the part of judges learned in equity to extend the principle of *Toulmin* v. *Steere* beyond the limits of its own facts.

Lords KINNEAR and ATKINSON concurred in the appeal being allowed, with costs. Order accordingly.—COUNSEL, for the appellants, *Thomas H. Carson*, K.C., and *Tomlin*, K.C.; for the respondents, *P. O. Lawrence*, K.C., and *H. A. Hind*. SOLICITORS, *Williamson, Hill, & Co.*, for *Walshaw & Son*, Halifax; *Burn & Berridge*, for *G. H. Manks*, Elland, Yorks.

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

OMNIUM ELECTRIC PALACES (LIM) *v.* BAINES. No. 1.

17th Dec.

COMPANY—PROMOTERS—CONSIDERATION FOR CONTRACT—BENEFIT OF LEASE AGREED TO BE GRANTED—NO BINDING AGREEMENT AT TIME OF SALE—LEASE AFTERWARDS GRANTED—CLAIM BY COMPANY TO BE REFUNDED PROMOTERS' PROFITS.

Promoters of a company entered into a contract with the company to sell and transfer to them in consideration of £1,500, inter alia, "*the benefit of the lease agreed to be granted*" *of certain premises. At the date of the contract there was no enforceable agreement for a lease, but the intended lease then being negotiated for was afterwards granted, and assigned to the company.*

Held (*affirming* Sargant, J.), *that the whole* £1,500 *was profit belonging to the promoters, and being fully disclosed by them they were not liable to return to the company so much thereof as was attributable to the value of the lease, although no lease had been "agreed to be granted" at the date of the contract.*

Appeal of the plaintiffs from a decision of Sargant, J. (reported 57 SOLICITORS' JOURNAL, 754) dismissing an action against the defendants, who were the promoters of the plaintiff company. The defendants, Baines and Henssler, entered into negotiations with the lessors for the grant of a lease to them of premises in High-road, Willesden, with the object of converting such premises into a moving picture hall, and forming a company to carry it on. The company was formed, and by an agreement made between the parties and dated the 25th of March, 1912, the defendants agreed, in consideration of £1,500, to pay the preliminary expenses of the company, and to transfer to them all their interests, including "the benefit of the lease agreed to be granted." At the date of the said agreement there was not any binding contract to grant a lease in existence, but on the 13th of May the lessors granted a lease of the premises to the defendants for a term of years. The lease was afterwards assigned to the company, who went into possession. The company brought this action to recover so much of the £1,500 purchase money as was attributable to the benefit of the lease, such amount to be ascertained by the court, and claimed that the defendants had received payment for something which had no money value at the date of the agreement, and ought to refund.

COZENS-HARDY, M.R., having stated the facts of the case, proceeded: It was said that the consideration expressed in clause 4 of the contract was agreed on between the parties on the footing that there was in existence an agreement to grant a lease, and the plaintiffs asked for payment to them of the amount attributable to the value of the lease. The claim was a remarkable one, and differed from any other that his lordship had ever heard of. On the 10th of January the defendants, before there was any suggestion of the promotion of a company, put themselves into communication with the lessors, and after the usual delay caused by the necessity of getting the plans for rebuilding, and the form of the lease approved, the lease negotiated for was actually granted to the defendants. It was true that there was no moment of time, prior to the execution of the lease, when negotiations had ripened into an actual agreement, specifically enforceable. His lordship failed to see any reason to say that so much of the consideration as represented the value of the lease ought to be returned, because although the defendants ultimately got the lease they bargained for, they had no binding agreement when they contracted with the company. But then it was said that the defendants were promoters, and could not keep a secret profit. There was no evidence of any secrecy whatever in the matter. The articles specially provided that no objection should be taken to the fact that a promoter might be interested. The agreement shewed the full consideration, and the profit was disclosed in perfectly plain terms. The plaintiffs, no doubt, might at one time have rescinded, but they did not ask for rescission of the contract. The case of *Lydney and Wigpool Iron Ore Co.* v. *Bird* (33 Ch. D. 85), which the plaintiffs had relied on, was one where the promoters made a secret profit of over £10,000, which was not discoverable from the

documents in any way. Here the plaintiffs asked to be allowed to amend the statement of claim at the trial, by alleging that the defendants had made a secret profit, but the judge refused to allow such amendment. The judgment of Sargant, J., was, in his lordship's opinion, extremely careful and perfectly right, and the appeal ought to be dismissed with costs.

SWINFEN EADY, L.J., who thought that there was no element of secrecy in the case, and that the company having obtained all it wanted, had no real ground of complaint, and

PHILLIMORE, L.J., who said that the company's case, at its best, was one of *injuria sine damno*, delivered judgment to the same effect.—COUNSEL, *R. Rowlands; F. H. Maugham*, K.C. SOLICITORS, *Kenneth, Brown, Baker, Baker, & Co.; Romer & Skan.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

THE MARQUESS CAMDEN *v.* COMMISSIONERS OF INLAND REVENUE.

No. 1. 4th, 5th and 19th Dec.

REVENUE — REVERSION DUTY — VALUATION — BUILDING AGREEMENT—"PAYMENTS MADE IN CONSIDERATION OF THE LEASE"—EXPENDITURE BY LESSEE ON IMPROVING PROPERTY BEFORE GRANT OF LEASE—FINANCE (1909-10) ACT, 1910 (10 ED. 7, C. 8), S. 13, SUB-SECTION (2).

An intending lessee of house property, in pursuance of the terms of a building agreement, expended £6,000 in adding to, repairing, and improving the property. Leases were afterwards granted to him in express consideration of the agreed expenditure and of the rent and lessee's covenants. On the surrender of the leases, and the assessment of the property to reversion duty,

Held, that the amount expended, though not a payment made to the lessor, and though the rent was not nominal, was a "payment made in consideration of the lease" within the Finance (1909-10) *Act*, 1910, *s.* 13 (2), *and must be taken into consideration in estimating the value of the reversion.*

Decision of Horridge, J., *reversed.*

Appeal of the petitioners from a decision of Horridge, J., as revenue judge. In 1889 the trustees of the Camden Settled Estates agreed to grant to one W. H. Wilson leases of certain house property in Camden Town at rents amounting to £125, and Wilson agreed in consideration of the leases being granted to execute certain specified works. The works having cost a much larger sum than was originally estimated, Wilson, before the leases were granted, asked for an extension of the term from the twenty years agreed on to forty years, and a fresh agreement was entered into in February, 1891. In pursuance of this certain premises in Camden-street and Archer-street were demised to Wilson by six indentures of lease, for terms, as to part, of forty years from the 29th of September, 1889, and as to the rest of thirty-nine years from the 29th of September, 1890, at rents amounting to £125. Each lease was granted in consideration of the expenditure incurred by the lessee in adding to, improving and repairing the buildings thereby demised, and of the rent and covenants thereinafter contained and reserved. Wilson spent £6,000 on the works in pursuance of his agreement. The total value of the land and buildings at the time when the leases were granted was £811, and £125 was considerably less than the ground rent which could have been obtained from the property in its then condition. The Commissioners of Inland Revenue assessed the reversion duty payable on the surrender of these leases, and on appeal to the referee the latter decided that the total value of the property at the date when the leases were granted was ascertained by taking twenty-five years' purchase of the ground rent, that the rents were not nominal within the meaning of the Act, and that the payments made by the lessee in improving and repairing the property could not, therefore, be taken into consideration. Horridge, J., following his own decision in *Stepney and Bow Educational Foundation (Governors)* v. *Inland Revenue Commissioners* (1913, W. N. 224) upheld the referee's decision, and the petitioners appealed. *Cur. adv. vult.*

THE COURT allowed the appeal.

COZENS-HARDY, M.R., after stating the facts, proceeded: By section 13 (1) the subject is to be taxed "on the value of the benefit accruing to the lessor by reason of the determination of the lease." That is the guiding principle. Sub-section (2) states what is to be deemed to be the value of the benefit accruing to the lessor. First ascertain the total value, within section 25, of the land at the time the lease determines, subject to certain deductions not material to the present case, and next ascertain the total value of the land at the time the lease was granted, "to be ascertained on the basis of the rent reserved and payments made in consideration of the lease (including, in cases where a nominal rent has been reserved, the value of any covenants or undertaking to erect buildings or to expend any sums upon the property)." Now, it is important to observe that the whole £6,000 was spent before the lease was granted. That sum was really part of the consideration for the lease, and must be regarded in a wholly different way from sums paid during the currency of the lease in performance or satisfaction of covenants contained in it. It seems to me that the case falls within the precise language of sub-section (2). It was urged by the Attorney-General that "payments made" in consideration of the lease mean payments made to the lessor, and are not satisfied by payments which, in substance, are put into the land demised. I am unable to accept this view. It by no means follows that a fine or premium is payable to the lessor. Indeed, the contrary is provided by section 4 of the Settled Land Act, 1884, providing that a fine is to be deemed capital money under the Act. I see no reason for holding that the payments must be to the lessor. Suppose there are two plots of land of equal value. The landlord says to A, "If you will spend £1,000 on building a house on the first plot, I will grant you a lease of it for ninety-nine years at a rent of £*x*." To B he says, "If you will pay me £1,000 I will build a house on the second plot, and I will grant you a lease for ninety-nine years at a rent of £*x*." Is there any real difference between these two cases? In my opinion there is not. Stress was laid by the Attorney-General on the inconvenience, amounting almost to impossibility, of ascertaining the value at the beginning of a long term of work done on the premises. This difficulty necessarily arises when a "nominal rent only" has been reserved, and I think it is of no importance in interpreting the section. In my opinion the judgment of Horridge, J., was wrong, and the appeal ought to be allowed.

SWINFEN EADY and PHILLIMORE, L.JJ., delivered judgment to the same effect.—COUNSEL, *Danckwerts*, K.C., and *W. Allen; Sir John Simon*, A.-G., and *W. R. Sheldon*. SOLICITORS, *Farrer & Co.; Solicitor of Inland Revenue.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

***Re* JOHNSON. PITT *v.* JOHNSON.** Joyce, J. 21st and 25th Nov.; 16th Dec.

WILL—CONSTRUCTION—"ISSUE"—GIFT OVER "IN CASE THERE SHALL BE NO CHILD OR OTHER ISSUE OF A WHO SHALL ATTAIN TWENTY-ONE"—GIFT TO CLASS AND TO "THE ISSUE OF SUCH AS SHALL DIE LEAVING ISSUE UPON ATTAINING THE AGE OF TWENTY-ONE"—REMOTENESS—GIFT VOID.

A testator gave his residuary real estate upon trust for E. P. for her life, and after her death for her children who attained the age of twenty-one years, and in the event of there being no child or other issue of E. P. who should attain the age of twenty-one years, the property to be equally divided between the brothers and sisters of E. P. as tenants in common and the issue of such as should have died leaving issue upon attaining the age of twenty-one years, so that in all cases children should take their deceased parents' share. On the death of E. P., without having had any child.

Held, that the rule in Sibley *v.* Perry (7 *Ves.* 522) *did not apply, and that the limitations were void for remoteness.*

The testator, by his will, directed his trustees and executors to hold certain hereditaments forming part of his residuary estate upon trust to pay the rents and profits thereof to his niece, Emily Johnson (afterwards Pitt), during her life, and after her decease, for her children on attaining the age of twenty-one years, and in case of the death of either of them after attaining the age of twenty-one years, their shares to be divided equally between their children or issue who should attain the age of twenty-one years; and in the event of her dying without having had issue he directed "in case there shall be no child or other issue of the said Emily Johnson who shall attain the age of twenty-one years, then I direct that the same hereditaments shall be sold, and equally divided between all the brothers and sisters of the said Emily Johnson who shall then be living, share and share alike, as tenants in common and the issue of such as shall have died leaving issue upon attaining the age of twenty-one years, so that children shall in all cases take their deceased parents' share equally divided between them." The testator died in 1878. Emily Johnson married in 1879, and died, without ever having had any children, on 28th May, 1913. This summons was taken out to determine whether, upon the death of Emily Pitt (*née* Johnson), without having had any child, the gift over on her death of the proceeds of sale of the testator's residuary real estate in favour of her brothers and sisters and their issue took effect, or whether such gift over was void, so that the said proceeds of sale fell into the testator's residuary estate.

JOYCE, J., in a considered judgment, said: It has been argued that this gift, considered by itself, is void for remoteness, and, as at present advised, it appears to me to be so, unless the word "issue," where it occurs in this gift, can somehow by construction be confined to children. A gift to issue without something to qualify or restrict the term is a gift to descendants of every degree. A gift to a person on attaining twenty-one does not vest, but remains contingent until that age is attained. The words "so that children in all cases shall take their parents' share" does not, in my opinion, bring the limitation within the rule in *Sibley* v. *Perry* (7 Ves. 522), or *Pruen* v. *Osborn* (11 Sim. 132), so that the gift is to brothers and sisters, and so on, and the descendants of such as shall have died leaving issue contingent upon attaining twenty-one. Whether the event of any such descendant attaining twenty-one would happen or not was not necessarily ascertainable for many generations. Inasmuch, therefore, as I do not see any reason why the issue referred to in this limitation which I am considering should be restricted to children, it appears to me to be invalid and void. The limitation arises only upon a contingency which is expressed: "in case there shall be no child or other issue of Emily Johnson who shall attain the age of twenty-one years," or, in other words, in case there shall be no descendants of Emily who shall attain twenty-one. Obviously, whether this event was going to happen or not would not necessarily be determined within the limits of time allowed by the rule against remoteness. The limitation consequently, if not void in itself, is invalid, as arising only upon a contingency too remote, or which might be too remote. It was attempted to split the contingency

into two separate and independent ones—viz., as if it were—"in case there shall be no child of Emily who shall attain twenty-one, or in case there shall be no other issue, that is, descendants of Emily, who shall attain twenty-one," but that is an impossible construction of the words. This contingent limitation was not to take effect if Emily had a grandchild who attained twenty-one, even though she had no child who attained that age. An attempt made by reference to what precedes to restrict the word "issue" in the definition of the contingency to some particular issue is equally futile. The issue previously mentioned are issue not of Emily but of a possible child attaining twenty-one, and dying in her lifetime, and are not confined to children of such child, but include remoter descendants. Further, there is the other clause mentioning "issue" in the will—"in case either of them shall die after attaining the age of twenty-one years the shares of those shall be divided equally between their children or issue who shall attain the age of twenty-one years," that clause is in itself invalid for remoteness, and so would not operate to carry over the share of a child of Emily who attained twenty-one, and subsequently died in her lifetime. If this clause be void, then, according to what Cozens-Hardy, M.R., said in *Re Watkins* (108 L. T. 239), it cannot be referred to for the purpose of aiding the construction of another clause. However that may be, the result is that the limitations, except to children of Emily who shall attain twenty-one, are void for remoteness, and the property falls into residue.—COUNSEL, *W. M. Spence; P. F. Wheeler; J. N. Daynes; H. B. Vaisey; J. M. Gover; A. B. Marten.* SOLICITORS, *Geo. Brown, Son, & Vardy; Francis Howse & Eve; G. D. B. Lewis; Field, Roscoe, & Co.*

[Reported by R. C. CARRINGTON, Barrister-at-Law.]

***Re* SALE. NISBET *v.* PHILIP AND OTHERS.** Astbury, J. 29th Oct.

WILL—PREFERENCE SHARES—TENANT-FOR-LIFE AND REMAINDERMAN—UNPAID DIVIDENDS—CUMULATIVE PREFERENTIAL DIVIDENDS—ARREARS—DEATH OF LIFE TENANT—APPORTIONMENT—FUTURE DIVIDENDS.

Preference shares carrying a fixed cumulative preferential dividend were bequeathed in trust for a tenant for life and afterwards for remaindermen, and no dividend was declared or paid during the life tenancy. It was held that the executors of the tenant for life were not entitled to have the arrears made good out of future preferential dividends.

Re Taylor's Trusts (1905, 1 *Ch.* 734) *and* Re Armitage (1893, 3 *Ch.* 337) *followed.*

Re Griffith (1879, 12 *Ch. D.* 655) *and* Bulkeley *v.* Stephens (1896, 2 *Ch.* 241), *distinguished.*

This was an originating summons to determine whether the executors of a tenant for life of certain preference shares carrying a cumulative preferential dividend in a company which had not declared any dividend during the lifetime of the tenant-for-life, but had built up a large sinking fund and had carried considerable sums to reserve, were entitled to a charge on these shares for their arrears of dividend, either as against all future dividends, or at all events against any back dividends declared and paid in respect of arrears incurred during the years including the life tenancy. Counsel for the executors relied on *Re Griffith, Carr* v. *Griffith* (1879, 12 Ch. D. 655), *Bulkeley* v. *Stephens* (1896, 2 Ch. 241) and incorporated in his arguments the remarks at p. 23 of the 2nd edition of Gover on Capital and Income. Counsel for the remaindermen contended that the arrears merely affected the amount of the possible preference dividend that would be declared, and that that would be income of the year of the declaration and would belong to the shareholders of that year. They referred to *Re Taylor's Trusts, Matheson* v. *Taylor* (1905, 1 Ch. 734) and *Re Armitage, Armitage* v. *Garrett* (1893, 3 Ch. 337).

ASTBURY, J., after stating the facts, said:—The question is whether the remaindermen are entitled to these preference shares or whether the life tenant's executors have any claim on them in respect of possible future dividends. On behalf of the life tenant's executors, I have been referred to two authorities, namely, *Re Griffith* and *Bulkeley* v. *Stevens* (*ubi supra*). *Re Griffith* merely decided that a quinquennial bonus payable by an insurance company fell within the definition of "dividend" in the Apportionment Act, 1870, and was apportionable accordingly. Jessel, M.R., said: "Now, the testator died in the middle of the five years, so that part of the profits had accrued during his life and part after his death. He specifically bequeathed the shares. The legatee of the shares takes them subject to the Act of Parliament, which says this, that when the bonus or share of profit, or whatever you may choose to call it—'payment' is the term in the Act of Parliament—when that payment is made, although in fact it may have accrued to a greater extent during the last two years than the previous three years, or *vice versa*, it shall be treated like interest on money and be considered as accruing from day to day. Therefore, when you get this bonus or payment declared, you are to treat it as interest on money from day to day." In *Bulkeley* v. *Stephens* corporation stock was settled on a life tenant and remaindermen. The life tenant died on the 2nd of September, 1894, and on the 29th of January, 1891, the stock was sold cum dividend for purposes of distribution under an order made in the absence of the life tenant's representatives. In June, 1895, the corporation declared and paid a dividend in respect of the year ending the 31st of December, 1894, and this was received by the purchasers of the stock. Stirling, J., held that the life tenant's estate had no right of apportionment against the purchase money, but as the dividend had been declared for the year in which the life tenant died, he allowed the claim against other income in the trustee's hands. Those cases do not, however, determine the question before me, as no dividend has been declared for any part of the period including the life tenancy. On the other hand, the remaindermen relied on *Re Taylor's Trusts* (*ubi supra*), in which the question before me was substantially disposed of. In that case mortgage bonds of a Mexican railway contained a promise to pay the principal and £7 6 p.c. cumulative interest "as and when earned" out of the net earnings of any year, with a proviso that any deficiency should be paid to the holder out of the net earnings of any subsequent year or years "as and when there shall be any net earnings available for such purpose." The bonds were settled on a life tenant and remaindermen. The interest was never paid in full, and the deficiency was never made up. The trustees sold the bonds in March, 1902, and the life tenant died in May, 1902. Buckley, J., held that the life tenant's representatives had no right against the purchase money in respect of the deficiency of interest. He said: "It is obvious that that purchase price included all expectation of everything which was to come under the bonds. It included arrears—if that word can be used in any proper sense—of interest on th bonds as well as principal money in respect of the bonds; and, if there were arrears which accrued during the currency of the tenancy for life, I have no doubt that an apportioned part of the purchase price ought to be paid to the tenant for life." This would be in accordance with the decisions I have already referred to. Buckley, J., then examined the bond, and continued: "It seems to me that under that instrument there was no interest payable at all as income of a year in which there was no fund available for its payment. Suppose that in the year 1904 there was no fund available, and the tenant for life died on the 31st of December, 1904. There was no income, I apprehend, payable to that tenant for life, because the obligation is to pay out of a fund, and there was no fund. If in the year 1905 a fund came into existence, the interest calculated for the year 1904 would be payable, I agree; but it would be income of the year 1905, and not income of the year 1904. And if a second tenant for life were in the enjoyment of the property in 1905, that tenant for life, and not the previous tenant for life, would, it seems to me, take that interest. It all turns on this—that there is no obligation in this instrument to pay interest in any event; there is only an obligation to pay interest out of a fund, and there is no obligation to pay until there is such a fund; and if there be not such a fund during the existence of the tenancy for life, then the tenant for life, as it appears to me, is not entitled to any interest." A similar result in the present case follows *a fortiori*. The resolution creating the cumulative preference shares is in common form, and the articles provide for the declaration of dividends in the usual way out of profits and for the creation of a reserve fund at the directors' discretion. [His lordship read the resolution and articles 54, 55, 56.] The life tenant had no right to a fixed dividend charged on profits in any event. She had merely a right to a preferential dividend as and when the directors of the company chose to declare it, and no dividend for any part of the life tenancy period was, in fact, earned or declared. The remaindermen also relied on *Re Armitage* (*ubi supra*), where Lindley, L.J., said: "What does a man mean when he leaves shares to a tenant for life? He means that that tenant for life shall have the income arising from the shares in the shape of dividends or bonuses declared during the lifetime of the tenant for life. He does not mean that the tenant for life shall receive profits in any other sense." That passage is applicable to the present case. On the true construction of the will the testatrix, in my judgment, intended that on the life tenant's death the shares and all dividends declared for periods subsequent to that date should belong to the remaindermen absolutely. The claim of the life tenant's executors therefore fails.—COUNSEL, *Baden Fuller; Owen Thompson; Arnold Herbert*, K.C. SOLICITORS, *Nisbet, Daw, & Nisbet; Winterbotham & Miall.*

[Reported by L. M. MAY, Barrister-at-Law.]

Court of Criminal Appeal.

REX *v.* LOMAS. 24th Nov.

CRIMINAL LAW—ACCESSORY BEFORE THE FACT—DEFINITION OF.

Lomas, the appellant, was convicted of burglariously entering a dwelling-house and stealing property therefrom. It appeared that a man named King, who was indicted with Lomas, broke into the house between 7.30 and 11 p.m. on the 19th of July. Lomas was seen in the company of King at about 10 p.m. on that night, and also on the following morning. Lomas made a statement that on the 19th of July King asked him to hand over a jemmy in his possession; that he did so, and that later King returned it to him, together with the sum of 5s. 2d. The jury found a special verdict: "Lomas guilty; that he had a certain knowledge that the jemmy was wanted for an illegal purpose; that he handed the jemmy to King with the knowledge that it was wanted for a burglary. He did not know that it was wanted for this particular burglary."

Held, that on these findings the appellant was not an accessory before the fact, and that the conviction must be quashed.

This was an appeal from a conviction for burglary. The facts appear sufficiently from the headnote. Counsel for the Crown contended that though there might be no "counselling, procuring, commanding or abetting," yet the appellant might be guilty as an accessory before

the fact if he had given the man King assistance. He agreed that there must be more than mere knowledge, but if besides knowledge there were active assistance, that would be sufficient.

Sir RUFUS ISAACS, L.C.J., delivered the judgment of the court (BRAY and LUSH, JJ., with him) as follows. He first stated the facts as set out above, and then continued: The question of law that arises is whether, on this verdict, the appellant was guilty of being an accessory before the fact to this burglary. It is essential to see what it is that this verdict means. I asked the learned counsel for the Crown, who was present at the trial, what it meant, and he has told us—most properly—that these words did not mean a finding by the jury that the appellant was guilty in the technical sense of that word, with a rider added; but he said that they meant that Lomas had done certain things, which they found he had done: it was a special verdict. It then became of importance to consider who was an accessory before the fact to felony, and to see what were the requisites essential to that offence. It had been argued by counsel for the Crown that a person not present at the committal of the offence, who "assisted" the person who committed it, came within the definition of an accessory before the fact, and that if the appellant had "assisted" King that would be sufficient. But the jury have not found facts to support that argument. If Lomas had handed King the jemmy with the intention of assisting King in committing this burglary, that might have been sufficient to make him an accessory before the fact. But that is not what the verdict was. And the court must not strain the fair meaning of the words in any way. It is sufficient to say that there was no such finding in this case as would bring it within the definition of an accessory before the fact advanced by counsel for the Crown, even were that definition sound. We do not express any opinion whether that definition is good; for words have been used by very learned judges in defining the offence such as "counselling," "procuring," or "abetting" the commission of the offence. Where carefully chosen words have been used in this way, we hesitate before adding another word to the definition. No doubt expressions have been used both by Campbell, L.C.J., and Cockburn, L.C.J., in *R.* v. *Bernard* (1 F. & F., at p. 240), and in *R.* v. *Fretwell* (31 L. J. M. C. 145) which go to support the argument addressed to us. But in this case it is sufficient to say that on these findings of the special verdict the appellant does not come within any definition of an accessory before the fact that has been put before us. Accordingly, the appeal will be allowed, and the conviction quashed.—COUNSEL, *Rigby; R. A. Willes.* SOLICITORS, *The Registrar of the Court of Criminal Appeal; The Director of Public Prosecutions.*

[Reported by O. G. MORAN, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

CLELAND *v.* **CLELAND. CLELAND** *v.* **CLELAND AND McLEOD.**
Bargrave Deane, J. 5th Dec.

DIVORCE—HEARING IN CAMERA—DISCRETION TO GRANT DECREE IN FAVOUR OF GUILTY WIFE—COSTS.

Divorce case heard in camerâ *in the interests of public morality on the statement of counsel that justice could not be done if evidence had to be heard in open court.*

Decree granted in favour of wife notwithstanding her adultery, on the ground that her husband's gross misconduct had caused her fall.

BARGRAVE DEANE, J., pronounced a decree *nisi* with costs on the wife's petition in these cross-suits for divorce. He exercised his discretion in favour of the wife, and gave her the custody of the children, and dismissed the husband's petition. He made no order as to the co-respondent's costs. Previous to the hearing, on the application of counsel for the wife, his lordship decided to hear the evidence in his private room, and in fact did so on the 27th of November, and the case was in the list for that day. In giving judgment in court on the 5th of December, his lordship said: In this case Marie Jeannette Amelia Cleland filed a petition for divorce from her husband, William Henry Cleland, on the ground of his very gross misconduct. The husband filed a cross-petition, in which he alleged that his wife had committed adultery with Captain William Alistair McLeod, and the wife admitted that she had committed adultery with Captain McLeod. Counsel in this case told me in open court that it was such a case that it would not be advisable in the interests of public morality that it should be tried in public; but, further than that, they say that, in their opinion, I could not hope to do real justice in the case if the evidence had to be heard in open court. I accepted that statement by the learned counsel, and the case was tried before me in my private room; and I am bound to say that I thoroughly bear out what the learned counsel represented to me. It was about as horrible a case as I ever came across in my somewhat long experience, and, for that very reason I am unable in giving judgment here in court, as I have to do to-day, to state the facts which were proved before me. It is sufficient for me to say that the charges made by the wife against her husband were abundantly proved, and counsel who appeared for the husband was unable to contradict them; in fact, for all practical purposes they were admitted. Therefore the wife would have been entitled to a decree as of course, but that, as I have said, she admits having committed adultery with Captain McLeod. Then arises the question as to whether I am justified in exercising the discretion conferred upon me by the Act of Parliament in granting a decree in the case, notwithstanding the fact that the wife, the petitioner in the first suit, has herself been guilty of adultery. I am of opinion, after carefully considering the whole of the facts, that I am justified in giving her the relief for which she asks, and in pronouncing a decree. I do so on this ground, which I think is the only sound material ground on which discretion can be exercised. Although it is quite true that my discretion is unfettered, yet the judge has to go into the evidence somewhat carefully to arrive at material grounds in each case on which he can exercise his discretion. There can be no fixed rule; it must in every case depend on the facts. In this case I am satisfied that, but for the gross misconduct of the husband, the wife probably would not have fallen. She was subjected to such conduct on his part that I believe her sense of duty was weakened, and she was rendered absolutely miserable and reckless. At that time she knew the co-respondent; he deeply sympathised with her, and probably through that sympathy the trouble came which ended in her fall. I think the whole of it is due to the husband's misconduct, and therefore in this case I think I am justified in exercising my discretion, and I pronounce a decree *nisi* with costs. The husband's petition will be formally dismissed, and there will be no costs for or against the co-respondent. I give to the wife the custody of the children.—COUNSEL, *F. E. Smith*, K.C., and *A. H. Spokes*, for the wife; *Willock* for the husband; *W. Rayden*, for the co-respondent. SOLICITORS, *Radford & Frankland*, for *Holmes, Borlase & Johnson*, Brighton, for the wife and the co-respondent; *Grigsons* for the husband.

[Reported by G. P. HAWKES, Barrister-at-Law.]

Bankruptcy Cases.

Re **GODDING.** *Ex parte* **THE TRUSTEE.** Horridge, J. 10th Dec.

BANKRUPTCY—EXECUTION—RECEIPT OF THE FULL AMOUNT OF THE LEVY BY JUDGMENT CREDITOR—WITHDRAWAL OF SHERIFF—RECEIVING ORDER AGAINST DEBTOR WITHIN LESS THAN FOURTEEN DAYS—"COMPLETION OF EXECUTION"—BANKRUPTCY ACT, 1883 (46 & 47 VICT., C. 52), S. 45—BANKRUPTCY ACT, 1890 (53 & 54 VICT., C. 71), S. 11.

An execution creditor who receives from the debtor the full amount for which he has levied execution, and withdraws the sheriff, is not entitled to retain such amount if a petition upon which a receiving order is made be presented against the debtor within fourteen days of the receipt of the money.

Motion by the trustee in the bankruptcy claiming payment of £31 17s. 10d. as being part of the property of the bankrupt divisible among his creditors. The respondents were judgment creditors of the bankrupt, and upon the 21st of May, 1913, they had the goods of the bankrupt seized by the sheriff under a writ of *fi. fa.* for £31 17s. 10d., the amount of their judgment debt and costs. On the 23rd of May they instructed the sheriff not to receive the goods, as they expected that the execution would be paid out in a few days. On the 28th of May the bankrupt's solicitors, out of money received by them from the bankrupt, paid the respondents the amount for which they had levied execution, and also paid the sheriff his costs and possession fees amounting to £5 10s. The sheriff then withdrew from possession on the respondents' instructions. On the 5th of June the bankrupt filed his own petition, and a receiving order was made thereon. He was subsequently adjudicated bankrupt, and a trustee was appointed, who now claimed that the £31 17s. 10d. should be paid over to him on the ground that the respondents were not entitled to retain the benefit of their execution, because they had not completed it by seizure and sale as required by section 45 of the Bankruptcy Act, 1883, nor had the money been paid to the sheriff and held by him for fourteen days without notice of a bankruptcy petition as required by section 11 of the Bankruptcy Act, 1890. Counsel for the trustee relied on *Re Ford, Ex parte the Official Receiver* (1900, 1 Q. B. 264), and *Re Pollock & Pendle* (87 L. T. 237). Counsel for the respondent relied on *Re Jenkins, Ex parte The Trustee* (20 T. L. R. 187), as throwing some doubt on the decision in *Re Pollock & Pendle.*

HORRIDGE, J., held that the respondents were not entitled to retain the benefit of their execution because they had not completed the execution, either by a seizure and sale under section 45 of the Bankruptcy Act, 1883, or by the full amount of the levy being paid to the sheriff and retained by him for fourteen days without notice of a bankruptcy petition against or by the debtor within that time, under section 11 of the Bankruptcy Act, 1890. If, for the purposes of that section, payment to the judgment creditor be equivalent to payment to the sheriff, the respondents must still fail, for the debtor filed his own petition, and a receiving order was made thereon within nine days of the receipt of the money by the respondents. The respondents were, therefore, ordered to pay the trustee the £31 10s. 7d. claimed by him.—COUNSEL, *Rankin; Tindale Davis.* SOLICITORS, *Cameron, Kemm, & Co.; Braby & Waller.*

[Reported by P. M. FRANCKE, Barrister-at-Law.]

New Orders, &c.

Master and Servant.

WORKMEN'S COMPENSATION ACT, 1906.

THE WORKMEN'S COMPENSATION RULES, 1914. DATED DECEMBER 22, 1913.

Rule 38 of the Consolidated Workmen's Compensation Rules, July, 1913, is hereby annulled. and the following rule shall stand in lieu thereof.

In what Court proceedings may be taken.

38. *In what court proceedings may be taken. Act, sched.* 2, *par.* 11.] —Any matter which under the Act or these rules is to be done in a county court, or by to or before the judge or registrar of a county court, may be done in the county court or by to or before the judge or registrar of the county court hereinafter mentioned, viz. :—

(1) (i) the court in the district of which all the parties concerned reside or carry on business : or

(ii) if the parties concerned reside or carry on business in different districts,

(*a*) the court in the district of which the accident out of which the matter arises occurred, or, in the case of any such workman as in paragraph 1 of Rule 41 mentioned, the court in the district of which the workman was last employed in the employment to the nature of which the disease was due : or

(*b*) the court in the district of which the party or one of the parties against whom relief is sought resides or carries on business at the time when the matter is to be done : or

(*c*) where one of the parties concerned resides or carries on business in the district of any of the courts mentioned in section 84 of the County Courts Act, 1888, and the other party concerned resides or carries on business in the district of any other of such courts, the court in the district of which either of such parties resides or carries on business.

(2) If the accident out of which the matter arises occurred at sea, any such matter as in paragraph 1 of this rule mentioned may, without prejudice to the preceding provisions of this rule, be done in the county court, or by to or before the judge or registrar of the county court,

(i) of the district in which the ship shall be when the matter is to be done : or

(ii) of the district comprising the port of registry of the ship : or

(iii) of the district in which the workman or the dependants of the workman by whom or on whose behalf the matter is to be done, or some or one of them. resides or reside.

(3) *Detention of ships. 5 Edw.* 7, *c.* 10, *Act, sec.* 11].—An application for an order for the detention of a ship may, subject to the provisions of the rules for the time being in force under the Shipowners Negligence (Remedies) Act, 1905, be made to the judge of any court.

(4) *Proceedings against persons giving security. 5 Edw.* 7, *c.* 10, *Act, sec.* 11].—Where proceedings by way of arbitration for the recovery of compensation are taken against the persons giving security pursuant to the Shipowners Negligence (Remedies) Act, 1905, or section 11 of the Act and Rules 39 and 40, such proceedings may be commenced,

(i) in any court in which proceedings may be commenced pursuant to sub-paragraphs (i) and (ii) of paragraph 1 of this rule : or

(ii) if the accident occurred at sea,

(*a*) in the court in the district of which the vessel is or was detained, or in which the order for detention was made or applied for ; or

(*b*) in the court of the district in which the workman or the dependants of the workman, or some or one of them, resides or reside.

(5) The provisions of this rule shall be without prejudice to any transfer in manner provided by these Rules.

We, William L. Selfe. William Cecil Smyly, Robert Woodfall, Thomas C. Granger, and H. Tindal Atkinson, being the five judges of the county courts appointed for the making of rules under section one hundred and sixty-four of the County Courts Act, 1888, having made the foregoing Rules of Court, pursuant to paragraph twelve of the Second Schedule to the Workmen's Compensation Act, 1906, do hereby certify the same under our hands, and submit them to the Lord Chancellor accordingly.

(Signed) WM. L. SELFE.
WM. CECIL SMYLY.
R. WOODFALL.
T. C. GRANGER.
H. TINDAL ATKINSON.

I allow these Rules,
(Signed) HALDANE, C.
The 22nd day of December, 1913.

Mr. James Bryce has taken the title of Viscount Bryce of Dechmont, in the county of Lanark. Dechmont is a hill two miles south of Cambuslang, in which neighbourhood the Bryce family were for many years small landowners.

Societies.

Gray's Inn.

On Tuesday, being the Grand Day of Hilary Term at Gray's Inn, the treasurer (Mr. Justice Atkin) and the Masters of the Bench entertained at dinner the following guests :—Lord Mersey, the Lord Chief Justice, Mr. Justice Horridge, Mr. Justice Bailhache, Sir Kenneth Muir-Mackenzie, K.C., Sir George Askwith, K.C., the treasurer of the Middle Temple (Mr. E. Tindal Atkinson, K.C.), Sir Alfred Pearce Gould, Sir John Dickinson, the President of the Law Society (Mr. Walter Trower), the Vice-Chancellor of the University of London (Dr. W. P. Herringham), Major-General R. M. Ruck, and Mr. H. B. Irving.

The benchers present, in addition to the Treasurer, were :—Judge Mulligan, K.C., Mr. M. W. Mattinson, K.C., Mr. Lewis Coward, K.C., Mr. Justice Lush, Mr. W. T. Barnard, K.C., Mr. H. E. Duke, K.C., M.P., Mr. J. H. M. Campbell, K.C., M.P., Mr. Edward Clayton, K.C., Mr. Vesey Knox, K.C., Sir William Byrne, Mr. F. E. Smith, K.C., M.P., Mr. J. W. McCarthy, Mr. Montague Sharpe, Mr. F. A. Greer, K.C., Mr. T. M. Healy, K.C., M.P., Mr. C. Herbert-Smith, Mr. Ivor Bowen, K.C., with the Preacher (the Rev. R. J. Fletcher, D.D.), and the Under-Treasurer (Mr. D. W. Douthwaite).

The General Council of the Bar.

The annual election of members to fill the vacancies upon the Council will be held in the week ending 7th of February. Twenty-four candidates must be elected, of whom, in accordance with the regulations, twelve must be of the outer bar, and three must be of less than ten years' standing at the bar. Candidates for election must be proposed in writing, and the proposal form, signed by at least ten barristers, must be sent to the secretary at the offices of the Council at 2, Harecourt, Temple, on or before Friday, 23rd of January. Proposal forms may be obtained from the secretary. Every barrister is entitled to vote at the election, and voting papers with instructions to voters will be sent to every barrister whose professional address within the United Kingdom is given in the Law List.

The Law Society.

A special general meeting of the members of the society will be held in the hall of the society on Friday, the 23rd inst., at 2 o'clock.

The President will deliver an address.

Mr. F. Brinsley-Harper will move : "That, in view of the failure of the negotiations between the Law Society and the Bar Council (which this meeting regrets) the Council do now, in the interest of the public, take all necessary steps to get altered the existing rule of practice that the fees payable to junior counsel must necessarily be in all cases from three-fifths to two-thirds of the fees payable to the leading counsel."

Mr. Charles Ford will move : "That it be referred to the Council to consider and report to the next April general meeting as to whether any, and if so what, representations should be made by the society to the Government upon the following points :—(a) The abolition of grand juries; (b) the reduction or abolition of the Long Vacation; (c) retirement of judges from the High Court of Justice under an age limit."

Mr. J. S. Rubinstein will move : "That in view of the following facts this meeting disapproves of the provisions contained in the Conveyancing Bills, 1913, so far as they would result in establishing as a permanent institution the Land Registry Office now existing on sufferance :—(a) That an official system of registration of title has existed in this country as a voluntary system since 1862, and notwithstanding numerous alterations it still remains a complicated, unsafe and expensive method of transfer, and its continuance or extension is deprecated by all sections of the community having dealings in property; (b) that the system as an experiment in compulsory application has been on trial in the county of London for over thirteen years, that it involves a special tax on property transactions amounting to £50,000 per annum, and that the failure of the experiment has been established beyond dispute; (c) that the system of transfer by deed as settled by Lord Cairns in 1881 secures simplicity, security and cheapness, and has the approval of property owners, and that there is now no justification for destroying that system; (d) that the statement made by Lord Cairns in 1879 that the establishment of local registries of titles was 'an enormous thing in this country, and frightful to contemplate,' applies accurately to the position to-day; (e) that, having regard to the extraordinary number of officials appointed during the last few years in connection with property, any further creation of administration departments in the State, and any further addition to the number of officials employed, are wholly contrary to public interest."

The Union Society of London.

This society, which was founded by members of the Oxford and Cambridge Union Societies, and whose rules are analogous to those of the Oxford and Cambridge Unions, meets every Wednesday during the Law Terms, at 8 p.m. Although not confined to the legal profession, the society has, since its foundation, included many of the most distinguished members of the bench and bar.

Subscription—life membership, £1 1s.

Members may introduce gentleman visitors, who may, with the permission of the president, join in the debates.

Members and students of the Inns of Court, members of the Oxford and Cambridge Union Societies, and other gentlemen desiring to become members of the society, are invited to communicate with the hon. secretary.

January 21st.—"That in the opinion of this house the time has arrived when the principles of Tariff Reform should be adopted." Mover, Mr. Enness; opposer, Mr. Emery. Private business : To elect hon. secretary. - The eleventh meeting of the 1913-14 Session was held at 3, King's Bench-walk, Temple, on Wednesday, the 14th of January, 1914. The President was in the chair. Mr. Counsell moved : "That in the opinion of this House no woman should be given the vote." The motion was opposed by Mr. Stables. There also spoke :—The President, Messrs. Gallop, Glen, Geen, Easton, Hole, Butler. The motion was carried.

Solicitors' Benevolent Association.

The directors held their usual monthly meeting at the Law Society, Chancery-lane, on the 14th inst., present Mr. W. A. Sharpe in the chair, and Messrs. H. Bevir (Wootton Bassett), W. Cheesman (Hastings), A. Davenport, W. E. Gillett, C. Goddard, W. H. Gray, L. W. N. Hickley, and W. M. Walters.

Grants to the amount of £685 were made to poor and deserving cases, thirty-one new members were admitted, and other general business transacted.

The Solicitors' Managing Clerks' Association.

Syllabus of Law Lectures for the Hilary Session, 1914.

The following lectures will (by the kind permission of the benchers) be delivered in the halls of the respective inns :—

Friday, 23rd January.—Lecture, "The Relief of Trustees." Lecturer, Charles J. Mathew, Esq., K.C. Chairman, The Hon. Mr. Justice Astbury (in the Old Hall, Lincoln's Inn).

Wednesday, 25th February.—Lecture, "Some Principles of the Law of Evidence." Lecturer, J. A. Hawke, Esq., K.C. (Recorder of Plymouth). Chairman and place of meeting to be announced.

Tuesday, 17th March.—Lecture, "Cheques." Lecturer, A. W. Baker Welford, Esq. Chairman, The Right Hon. Lord Sumner (in the Old Hall, Lincoln's Inn).

The chair will be taken at seven o'clock precisely.

The lectures are open to all the members of the association, who will be allowed to introduce friends connected with the legal profession. Non-members will be admitted on production of ticket, which may be obtained at the office of the association, 12, New Court, Lincoln's Inn.

JOHN VERRALL, Hon. Sec. of Lectures.

The Proposed Abolition of Grand Juries.

The following additional pronouncements (see p. 199, *ante*) on the question of the abolition of grand juries have, says the *Times*, been made :—

Mr. Justice A. T. Lawrence, in his address to the grand jury at Devizes Assizes, said they were a threatened institution like himself, for he was on the threshold of senility according to the views of the Royal Commission. He thought grand juries a valuable institution, inasmuch as they diffused confidence in the administration of justice. There were two important factors in assuring them that the community felt this confidence. One was trying cases in county towns; the other was the knowledge that grand juries were composed of county gentlemen who usefully revised and supervised cases before they were sent before a petty jury. He hoped grand juries would long continue to exercise their functions. It would be short-sighted policy to abolish them.

At the Buckinghamshire Assizes Mr. Justice Channell, referring to the grand jury system, said there was much to be said on both sides of the question. On the one hand, grand juries were part of the ancient ceremonial of the administration of justice, and it was very doubtful whether it was desirable to interfere with such ancient ceremonies. There were cases in which the services of a grand jury were extremely useful, not only to the prisoner, but to the prosecution. In the case of the prisoner they were able to interfere where there were really not sufficient grounds for putting him on his trial. On the other hand, when the Bill was thrown out another one could afterwards be presented, and the prisoner proceeded against on a fresh count. There were cases of a serious character, like murder, when by such a postponement substantial evidence was afterwards found, whereas in the first place there might only have been evidence of suspicion, and justice was therefore arrived at. He considered the solution of the difficulty would be found if the presence of the witness before grand juries could be dispensed with and they arrived at their decision on depositions, unless the prisoner or the prosecution objected. Sir Stafford Northcote, on behalf of the jury, presented a resolution to his lordship regretting the recommendation in the report of the Royal Commission that the grand jury system should be abolished, as they felt that it served a useful part in the administration of justice.

At the Berkshire Assizes at Reading, Mr. Justice Scrutton said that to judge from the diversity of opinion as to the proposed abolition of grand juries there was every probability of a considerable discussion in Parliament before the system was ultimately abolished, and it might be helpful to have the opinion of the grand juries themselves as to the work they were performing. No prisoner could come before the grand jury unless the magistrates thought there was a *primâ facie* case against him, but many experienced men feared that the magistrates might make a mistake. Judges, however, might make mistakes too, and it was well that there should be a third security, the further security of the grand jury.

On the following day Mr. Justice Scrutton said: I see that yesterday I expressed myself with such a lack of clearness that very experienced reporters have reported me as against the abolition of the grand jury. It is a tribute to the impartiality with which I summed up to the grand jury that they should take that view, but as a matter of fact I am in favour of the abolition of the grand jury.

Mr. Justice Rowlatt, at the Pembrokeshire Assizes, said that the question of the retention or the abolition of grand juries ought to be discussed, so that a broad public opinion might be formed. It was a mistake to suppose that the grand jury was instituted to stand between the committing magistrate and the person on trial. Historically the grand jury came before the committing magistrate. Even to-day it was possible in certain cases to go before the grand jury or some official of the court even if a magistrate had not committed. Magistrates and officials of the present day were very excellent people, but they did not know what they might be in the future. Some one had aptly described the grand jury as the watchdog of the country. They did not want the dog to be always barking, but it was well to have him there. Another reason for the retention of the grand jury was the making of presentments. It was a very useful thing that there should be some means whereby a community could definitely and with weight express its views upon some matter touching crime or administration of justice.

In his address to the grand jury at the January Sessions of the Central Criminal Court, the Recorder said that one of the cases illustrated forcibly the importance of retaining the very ancient institution of the grand jury. He did not agree with the recent recommendation proposing that the grand jury should be abolished as a useless institution. No session of that court passed without a certain number—sometimes a considerable number—of bills being ignored by the grand jury on the ground that the evidence was not sufficient to place the accused persons on their trial, and they were consequently preserved from the necessity of standing in a criminal dock.

At Newcastle Quarter Sessions the Recorder, Judge Atherley-Jones, K.C., said it must be remembered that any subject of his Majesty who might think he had suffered a criminal wrong might prefer an indictment before the grand jury. The grand jury was a body of gentlemen of independent position, who were very frequently not unfamiliar with the administration of justice, and represented public opinion in the fullest and most appropriate sense. It was well in his judgment that the bold hand of the innovator, now too frequently employed, should not be directed to destroy an institution which had been in past times a great protector and vindicator of the liberty of the subject. Moreover, the necessity of addressing the grand jury imposed, or ought to impose, upon the judge the duty of carefully reading the depositions. He was afraid that the same care in reading the depositions would not be taken by every judicial person, and that any reference to the depositions might be deferred until the case was being tried before the petty jury.

Mr. Montagu Sharpe, in his address to the grand jury at the Middlesex Sessions, said that the grand jury was the most ancient part of the judicial machinery in England. Though the Royal Commission on Delay in the King's Bench Division had recommended its discontinuance, there appeared to be great diversity of opinion on the matter, and the judges of the King's Bench Division did not consider that any advantage would be gained by its abolition. Notwithstanding the fact that justices carefully investigated charges before committing for trial, in 1905 grand juries in the Metropolitan Police district alone ignored 108 bills, and in 1906 103 bills, and the average number of bills ignored yearly between 1908 and 1912 was 71. These figures seemed to suggest that in the metropolis at least the functions of the grand jury were by no means obsolete.

Mr. Sharpe added that he had always maintained that no man should be put upon his trial where *primâ facie* there was some doubt about the charge. Committing justices might unconsciously take a limited or biased view of a charge, and, speaking for himself, it was better that it should be reviewed by a grand jury before a person was put to the indignity of a trial. The Royal Commission stated that there could be no doubt that the interposition of a grand jury between the accuser and the trial of the accused by a petty jury had often in times past been of the greatest service. Was it wise to abolish that constitutional safeguard? We might again have times of civil commotion or strong political feeling, when an arbitrary Government might make groundless prosecutions which a grand jury, being independent of the Crown, would be prompt to dismiss. So long as the Vexatious Indictments Act extended to only a portion of the criminal law, requiring a preliminary investigation of the charge preferred, it would not, in his opinion, be wise to abolish the safeguard of the review by a grand jury. Should any change be deemed necessary, it might be by way of suspending the functions of a grand jury unless summoned to meet by direction of the court or on the request of an accused person.

Law Students' Journal.

The Law Society.

THE SOCIETY'S LECTURES AND CLASSES.

The First Term will commence on Monday next, the 19th instant, on which and the following day the principal will be in his room for the purpose of interviewing students on the subject of their work for the term. It is especially important that students who desire to enrol themselves under the new order, which provides for attendance at the Law Society's classes as an alternative to one year's service under articles, should communicate with the Principal not later than Monday next. The order only applies to students who have not yet been articled.

Lectures and classes will begin on Wednesday, the 21st. The subjects for final students will be (i.) Equity (the Principal), (ii.) Criminal Law and Divorce (Dr. Burgin), and (iii.) Insurance Law (Mr. McNair); and, for Intermediate students, (i.) Public Rights (Mr. Baynes), (ii.) Civil Injuries (Mr. Langridge), (iii.) Outline of Accounts and Bookkeeping (Mr. Dicksee). There are revision classes in Real Property and Conveyancing, and special classes for degree students and those enrolled under the new order.

Copies of the prospectus and time-table, and copies of the studentship regulations can be obtained on application to the Principal, or to the office.

Law Society's Hall, Chancery-lane.

Law Students' Societies.

Law Students' Debating Society.—At a meeting of the society, held on the 13th day of January, 1914 (Mr. W. S. Jones in the chair), the subject for debate was: "That the case of *De Montaigu* v. *De Montaigu* (1913, P. 154) was wrongly decided." Mr. W. S. Meeke opened in the affirmative, Mr. H. P. Gisborne seconded in the affirmative; Mr. J. H. Watts opened in the negative, Mr. H. J. Howland seconded in the negative. The following members also spoke:—Messrs. R. F. Mattingly, C. R. Morden, M. C. Batten, and E. J. Kafka. The motion was carried by four votes.

Plymouth, Stonehouse and Devonport Law Students' Debating Society.—The seventh ordinary meeting of this society was held at the office of Messrs. Shelly & Johns, on Thursday, the 8th January, 1914, at 8 p.m. Mr. B. H. Chowen, seconded by Mr. E. S. Dobell, moved "that the case of *Hewson* v. *Shelley* (1913, 2 Ch. 384) was wrongly decided." Mr. S. Burridge opposed the motion, and was supported by Mr. N. C. B. Willey. Messrs. B. E. Gill, L. V. Holt, J. Woolland and P. J. H. Morcom also took part in the debate. Mr. Chowen having replied, the Chairman summed up, and put the motion to the meeting, when it was lost by five votes to three.

Legal News.

Appointment.

Mr. John Wright Guise, solicitor, Newnham, Gloucestershire, has been appointed by the Gloucestershire County Council to the Coronership of the Forest of Dean Division of the county. Mr. Guise already holds the offices of Registrar of Newnham County Court, Clerk to the Justices Newnham Petty Sessional Division, and Clerk to the Court of Verderers of the Forest of Dean. He was admitted in 1880.

Changes of Partnership, &c.

Messrs. Kennedy, Ponsonby, Ryde, & Co. (solicitors), have removed from 4, Clements Inn, Strand, W.C., to 45, Russell Square, W.C.

Mr. Montague Perkins informs us that he has joined the firm of Churchman & Co. as from 1st January. The business will be carried on under the style of Churchman, Perkins, & Co., at 2, Norfolk Street, Strand.

Dissolutions.

Walter Stanley Currie Griffith and John Stanley Chown, solicitors (Griffith & Chown), 31, Walbrook, London, E.C. Dec. 31.

Arthur Charles Mead, Francis Beaumont Moyle, and Stewart Watson Oldershaw, solicitors (Whitehouse, Etherington, & Co.), 43, Bedford-row, London, W.C. Dec. 31. So far as concerns the said Arthur Charles Mead, who retires from the said firm.

[*Gazette*, Jan. 9.

Oswald Hesketh Hanson, Bernard John Airy, and Cecil Feiling, solicitors (Beamish, Hanson, Airy, & Feiling), No. 60, Lincoln's Inn-fields, London. Dec. 31. So far as concerns the said Cecil Feiling, who retires from the said firm; the said Oswald Hesketh Hanson and Bernard John Airy will continue to carry on the said business in partnership under the style or firm of Beamish, Hanson, Airy, & Feiling.

Lot Bramley and Thomas Alfred Woodsend, solicitors (Bramley & Woodsend), Brougham-chambers, Wheeler Gate, Nottingham. Jan. 1.

FREDERIC WILLIAM STONEHAM, REGINALD CHARLES STONEHAM, and ROBERT THOMPSON DOUGLAS STONEHAM, solicitors (Stoneham & Sons), 150, Fenchurch-street, London, E.C. Dec. 25. The said Reginald Charles Stoneham and Robert Thompson Douglas Stoneham will continue the said business in partnership under the present style or firm of Stoneham & Sons. [*Gazette*, Jan. 13.

Warning to Solicitors and Others.

Detective Department, 26, Old-jewry, E.C., 13th January, 1914.

With reference to the warning which appeared at p. 101, *ante*, re William Murphy, alleged to be defrauding solicitors, we are informed by the detective department of the City of London Police that this man has been arrested at Aldershot, and is now in custody charged with obtaining money by false pretences.

General.

During the past year the fees received at the City of London Court amounted to £16,893. The plaints issued numbered 35,742, and the amount sued for was £181,972.

At Wilts Assizes on Tuesday, before Mr. Justice A. T. Lawrence, Robert Michael Hall, solicitor, of Salisbury, was indicted on a number of charges of misapplying moneys entrusted to him by clients. Another charge, involving sums amounting to £1,700, was that of unlawfully converting property belonging to the estate of the late Mr. James Harder, of which he was one of the executors and trustees. The other trustees were the widow and son, who left the management of the estate entirely to Hall. To this and other indictments the prisoner pleaded "Guilty." Mr. Clavell Salter, K.C., addressing the judge on the prisoner's behalf, said he had practised in Salisbury for about a quarter of a century. His troubles began fourteen years ago, when he financed in succession three builders, who failed. These left him with property which would not sell or let, and he lost heavily on the realisation of their estates. He had to pay annually in interest and bank charges more than he received from his practice, and, becoming deeper and deeper in debt, he resorted to moneylenders, and then began paying one client with the money of another. He put off till last October filing his petition, having considerable expectations on the death of his mother, now aged eighty years. The prisoner had been mayor of Salisbury, a member of the Wilts County Council, and, generally, a prominent and useful public man. In private life he was frugal and simple, and did not squander money in gambling, rash speculations, or vicious living. By the realisation of his estate and funds collected by friends it was hoped to repay in full the moneys of poorer clients which had been misappropriated. The judge, remarking how necessary it was that solicitors should be honest, said that, taking the interests of the community into consideration, he must pass a sentence of three years' penal servitude. He regretted to do so, but it was his duty.

The Middlesex justices resolved on Saturday to impose 50 per cent. of the maximum charges under the Licensing (Consolidation) Act, 1910, in respect of all existing on licences renewed in Middlesex for the current year. The 50 per cent. levy is estimated to produce £9,600, which, on the basis of what has been previously awarded, will enable the committee to deal with twelve licences this year.

In the case of *Franks* v. *Konody* before Mr. Justice Atkin, on Tuesday, says the *Times*, a claim was made for £154, balance of an original claim of £714. Mr. Cecil Hayes appeared for the plaintiff; and Mr. Walter Frampton and Mr. H. J. Wallington for the defendant. Mr. Hayes said the defendant, Mr. Paul G. Konody, was a journalist and art critic, and the money had been lost at cards. The defendant pleaded the Gaming Act, and if he persisted in that plea the plaintiff must submit to judgment. Mr. Justice Atkin said that it was quite clear that the plea was a good one. Mr. Hayes said that in that case he would ask that the defendant should not have his costs. That plea ought not to be encouraged. The Act was intended to protect fools, but had only succeeded in protecting knaves. The person pleading the Act was the only person nowadays who could eat his cake and have it. The defendant had been let off £560 of the debt. Mr. Wallington said that as his client had been called a knave, he ought to say that he had always refused to pay the money, as he considered that the game at which it was lost had not been fairly conducted. Mr. Hayes said that he had not been referring personally to the defendant. Mr. Justice Atkin said that he thought the plea should be encouraged, as the Act was passed with the very object of preventing claims of this kind. There was nothing improper in setting it up, because when people sat down to play cards there was an understanding that there was to be no legal remedy between them. The bringing of an action was a violation of that agreement, and justified the plea of the Gaming Act. There would be judgment for the defendant with costs. Mr. W. Ewart Craigen was solicitor for the plaintiff, and Mr. Harry Wilson for the defendant.

The Lord Chief Justice has taken the title of Baron Reading of Earley, in the county of Berks, and will henceforth be known as Lord Reading. His estate, Foxhill, is partly in the parish of Earley and partly in Reading. He also owns considerable property in Reading itself, which he represented in the House of Commons from 1904 to 1913.

Judge Atherley-Jones, K.C., took his seat for the first time in the City of London Court on Monday, and was welcomed by the members of the Bar and the solicitors present. In returning thanks, he said that the difficulty of assuming his new office was, to a large extent, enhanced by his having to follow a lawyer of the eminence of Judge Lumley Smith, who was also a man of sound common sense and judgment.

A law class for solicitors' clerks on Tuesday and Thursday evenings from 7 to 9.30 has been established at the Hugh Myddelton Commercial Institute near Clerkenwell Green, E.C., under the auspices of the London County Council. The class is conducted by Mr. J. A. Meadmore, LL.B., solicitor, and commenced on the 6th inst. The subjects are as follows:—Tuesdays, at 7: Real property (to be followed by personal property); at 8.20: Conveyancing practice. Thursdays, at 7: Contract (to be followed by tort, equity and evidence); at 8.20: Procedure of the courts. The fees are very moderate.

Death.

BARHAM.—On January 2nd, at 25, The Avenue, Bedford Park, S.W., Cornelius Herbert Barham, solicitor, to the inexpressible sorrow of his partner, his clerks, and numerous friends and clients. Aged 46.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 1	Mr. Justice JOYCE.	Mr. Justice WARRINGTON.
Monday Jan. 19	Mr. Church	Mr. Borrer	Mr. Leach	Mr. Goldschmidt
Tuesday 20	Farmer	Leach	Goldschmidt	Bloxam
Wednesday ..21	Synge	Goldschmidt	Church	Farmer
Thursday 22	Jolly	Farmer	Greswell	Church
Friday 23	Bloxam	Church	Jolly	Greswell
Saturday 24	Greswell	Synge	Borrer	Leach
Date.	**Mr. Justice NEVILLE.**	**Mr. Justice EVE.**	**Mr. Justice SARGANT.**	**Mr. Justice ASTBURY.**
Monday Jan 19	Mr. Synge	Mr. Greswell	Mr. Jolly	Mr. Farmer
Tuesday 20	Borrer	Church	Greswell	Synge
Wednesday ..21	Jolly	Leach	Borrer	Bloxam
Thursday 22	Bloxam	Borrer	Synge	Goldschmidt
Friday 23	Goldschmidt	Synge	Farmer	Leach
Saturday 24	Farmer	Jolly	Bloxam	Church

The Property Mart.

Forthcoming Auction Sales.

January 21.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2: Reversions, Debentures, &c. (see advertisement, back page, this week).

February 10.—Messrs. WEATHERALL & GREEN, at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, Jan. 10).

February 18.—Messrs. TROLLOPE, at the Mart: Town House (see advertisement, back page, Jan 10).

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette—TUESDAY, Jan 9.

ANGLO-TRANSVAAL DEVELOPMENT CO, LTD.—Creditors are required on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Harold Skeats, Caxton House, Westminster, liquidator.

AN AM POLISH CO, LTD.—Creditors are required on or before Feb 3, to send their names and addresses, and the particulars of their debts or claims, to Alfred G. Deacon, 13-16, Corridor chmbrs, Leicester, liquidator.

ARAN SYNDICATE, LTD.—Creditors are required, on or before Feb 12, to send their names and addresses, and the particulars of their debts or claims, to Mr. George Patteson, Pinner's Hall, Austin friars, liquidator.

WEST CORNER SYNDICATE, LTD.—Creditors are required, on or before Jan 1, to send their names and addresses, and the particulars of their debts or claims, to Edward Brandon, 1, Dover st, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Jan 13.

MANCHESTER PATENT WOOD BEDSTEAD CO, LTD.—Creditors are required, on or before Feb 9, to send their names and addresses, and the particulars of their debts or claims, to Stanley Linyard, 22, Booth st, Manchester, liquidator.

N. NICHOLLS & SON, LTD., 260, HIGH ST, EXETER.—Creditors are required, on or before Feb 23, to send their names and addresses, and the particulars of their debts or claims, to Frederick Hawkins Ware, 7, Unity st, College Green, Bristol, liquidator.

ROCHDALE MASONIC HALL BUILDINGS CO, LTD.—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to James Clegg, 2, East st, Rochdale, and John William Hartley, 61A, Whitworth rd, Rochdale, liquidators.

THE RIO DEL ORO CO, LTD.—Creditors are required, on or before Feb 21, to send their names and addresses and the particulars of their debts or claims, to Henry Braby Clifford, 20 & 2, Capel House New Broad st, liquidator.

Bankruptcy Notices.

London Gazette.—TUESDAY, Jan. 6.

RECEIVING ORDERS.

BELCHER, HERBERT, Brighton Brighton Pet Jan 1 Ord Jan 1

DAVIES, EMILY VERA, Talgarth, Brecknock Hereford Pet Jan 2 Ord Jan 2

DAVIES, WILLIAM, Llanbradach, Glam, Ironmonger Pontypridd Pet Jan 3 Ord Jan 3

FIPPARD, BENJAMIN, Portsmouth Portsmouth Pet Nov 13 Ord Jan 1

FRETWELL, WILLIAM, jun, Wainfleet All Saints, Lincs, Miller Boston Pet Dec 31 Ord Dec 31

GARNER, CHARLES EDWARD, Redcar, Yorks, Labourer Middlesbrough Pet Jan 2 Ord Jan 2

GORDON, LAZARUS, New Inn yd, Cabinet Maker High Court Pet Dec 3 Ord Jan 2

GRILLE, FREDERICK AUGUSTUS, Sloane st, Belgravia, Hotel Proprietor High Court Pet Dec 5 Ord Jan 2

JUNCK, JACOB, Essex rd, Islington, Baker High Court Pet Nov 20 Ord Jan 2

LYONS, HENRY, St. Cuthbert's rd, Brondesbury, Tailor High Court Pet Dec 3 Ord Dec 31

NAYLOR, JOHN EDWARD, Acton Park, Middlx, Commercial Traveller Brentford Pet Jan 2 Ord Jan 2

NICHOLL, P P, Moorgate st High Court Pet Sept 30 Ord Dec 31

PUGH, WILLIAM EDWARD, and ARTHUR SIDNEY PUGH, Lytham, Lancs, Cycle Dealers Preston Pet Dec 11 Ord Jan 2

RAE, CATHERINE HENRIETTA, Southport Liverpool Pet Dec 22 Ord Jan 2

RATHVON, ERNST, Grafton st, Tottenham Court rd High Court Pet Dec 9 Ord Dec 31

SOLLITT, HARRY, York, French Polisher York Pet Jan 1 Ord Jan 1

SUMNER, WILLIAM, Kingscourt rd, Streatham, Accountant Wandsworth Pet Aug 8 Ord Jan 1

Amended Notice substituted for that published in the London Gazette of Jan 2:

WHEELDON, JOHN, and WILLIAM ROBINSON, Hatton gin, Watch and Jewellery Manufacturers High Court Pet Dec 22 Ord Dec 30

FIRST MEETINGS.

BELCHER, HERBERT, Brighton Jan 14 at 11.30 Off Rec, 12A, Marlborough pl, Brighton

BIGNELL, RUSSELL, Mountsorrel, Leicester, Boot Manufacturer Jan 14 at 3 Off Rec, 1, Berridge st, Leicester

BURRIS, JONATHAN, Redwick, nr Newport, Mon. Smith and Farmer Jan 14 at 11 Off Rec, 144, Commercial st, Newport, Mon

EVERSON, ETHWOLD, Lakesend, nr Wisbech, Builder Jan 16 at 11.30 Court House, King's Lynn

FIPPARD, BENJAMIN, Portsmouth Jan 15 at 3 Off Rec, Cambridge junc, High st, Portsmouth

FRETWELL, WILLIAM, jun, Wainfleet All Saints, Lincs, Miller Jan 20 at 2 Off Rec, 4 and 6, West st, Boston

GORDON, LAZARUS, New Inn yd, Cabinet Maker Jan 19 at 11.30 Bankruptcy bldgs, Carey st

GRILLE, FREDERICK AUGUSTUS, Sloane st, Belgravia, Hotel Proprietor Jan 19 at 11 Bankruptcy bldgs, Carey st

HUTCHINGS, WILLIAM ERNEST, Winton, Bournemouth, Commercial Traveller Jan 14 at 12 Off Rec, Midland Bank chmbrs, High st, Southampton

JUNCK, JACOB, Essex rd, Islington Jan 19 at 12 Bankruptcy bldgs, Carey st

KERR JOHN, St John's Chapel, Durham Gentlemen Jan 20 at 2 Off Rec, 8, Manor pl, Sunderland

LYONS, HENRY, St Cuthbert's rd, Brondesbury, Tailor Jan 19 at 12.30 Bankruptcy bldgs, Carey st

MACKIE, FRANK, Canterbury Jan 14 at 11 Off Rec, 68A, Castle st, Canterbury

NICHOLL, P P, Winchmore Hill, Middlx Jan 19 at 1 Bankruptcy bldgs, Carey st

RATHVON, ERNST FRIEDRICH JAHAN, Grafton st, Tottenham Court rd Jan 14 at 12 Bankruptcy bldgs, Carey st

ROBERTS, ROBERT, Llandudno, Butcher Jan 15 at 2.30 Prince of Wales Hotel, Llandudno

SOLLITT, HARRY, Toft Green, York, French Polisher Jan 15 at 3 Off Rec, The Red House, Duncombe pl, York

SUMNER, WILLIAM, Kingscourt rd, Streatham, Accountant Jan 14 at 11 132, York rd, Westminster Bridge rd

ADJUDICATIONS.

ALLWORK, ALBERT, and HUBERT WILLIAM ALLWORK, Ruislip, Middlx, Builders Windsor Pet Dec 4 Ord Jan 3

DAVIES, EMILY VERA, Talgath, Brecknock Hereford Pet Jan 2 Ord Jan 2

DYTHAM, HENRY JAMES, Whitstable, Kent Canterbury Pet Nov 2 Ord Dec 31

EVERSON, ETHWOLD, Lakesend, nr Wisbech, Builder King's Lynn Pet Dec 16 Ord Jan 3

FRETWELL, WILLIAM, jun, Wainfleet All Saints, Lincs, Miller Boston Pet Dec 31 Ord Dec 31

GARNER, CHARLES EDWARD, Redcar, Labourer Middlesbrough Pet Jan 2 Ord Jan 2

HODSON, FREDERICK BROWN, Haymarket, Builder High Court Pet Oct 31 Ord Jan 2

HUTCHINGS, WILLIAM ERNEST, Winton, Bournemouth, Commercial Traveller Poole Pet Dec 17 Ord Jan 2

LEWIS, GEORGE WILLIAM, Humbr, Hereford, Farmer Leominster Pet Dec 9 Ord Dec 17

NAYLOR, JOHN EDWARD, Acton Park, Middlx, Commercial Traveller Brentford Pet Jan 2 Ord Jan 2

PING, FREDERICK GEORGE, Clarges st, Westminster High Court Pet Nov 3 Ord Jan 1

RATHVON, ERNST FRIEDRICH JOHAN, Grafton st, Tottenham Court rd High Court Pet Dec 9 Ord Jan 1

SOLLITT, HARRY, Toft Green, York, French Polisher York Pet Jan 1 Ord Jan 1

STEPHENSON, J G L Ealing, Civil Engineer High Court Pet Sept 4 Ord Jan 1

London Gazette—TUESDAY, Jan 9.

RECEIVING ORDERS.

AKEROYD, ROBERT KEDSLIE, Alnwick, Watchmaker Newcastle upon Tyne Pet Dec 11 Ord Jan 6

ANDREWS, CAROLINE FRANCES, Ramsgate, Hotel Keeper Canterbury Pet Nov 12 Ord Jan 3

ATTHILL, GUY DU S, West Southbourne, Bournemouth, Schoolmaster Dorchester Pet Dec 8 Ord Jan 6

BARTLEY, WILLIAM RICHARD, Newtown, New Mills, Cheshire, Boot Dealer Stockport Pet Jan 7 Ord Jan 7

BENJAMIN, MORRIS LOUIS, Manchester, Warehouse Packer Manchester Pet Jan 6 Ord Jan 6

BIGGS, HENRY THOMAS, Central parade, West End lane, Butcher High Court Pet Dec 16 Ord Jan 6

CASHEN, E. S., Kew gdns, Surrey High Court Pet Dec 4 Ord Jan 6

COOPER, ALLAN, Bishopstone, Sussex, Farmer Lewes Pet Jan 7 Ord Jan 7

COUSINS, FRANCIS EDWARD, MARY JANE COUSINS, and KATHERINE ALICE COUSINS, Weybridge, Surrey, Jobmasters Kingston, Surrey Pet Jan 5 Ord Jan 5

DICKINSON, GEORGE WILLIAM, Folkestone, Walter Canterbury Pet Jan 6 Ord Jan 6

DRIVER, CHARLES HENRY, Barmouth, Hotel Proprietor Aberystwyth Pet Jan 5 Ord Jan 5

GOLDRING, FANNY ELLEN, Gloucester Worcester Pet Dec 13 Ord Jan 6

GREENWOOD, JOHN, Wigan, Beerseller Wigan Pet Jan 7 Ord Jan 7

HAWKINS, WILLIAM HENRY JOHN, Ogmore Vale, Glam, Fluiterer Cardiff Pet Jan 6 Ord Jan 6

HEDGES, FREDERICK JAMES, Swekley, nr Bletchley, Bucks, Farmer Luton Pet Dec 19 Ord Jan 7

HILLABY, JOHN, Wakefield, Grocer Wakefield Pet Jan 6 Ord Jan 6

KENT, FREDERICK, Fleet, Lincoln, Blacksmith King's Lynn Pet Jan 6 Ord Jan 6

KIMPTON, EDWARD, Leicester, Traveller in Wines Leicester Pet Jan 6 Ord Jan 6

LAWTON, ARTHUR ELLIS, Stockport, Cheshire, Coal Merchant Stockport Pet Dec 13 Ord Jan 7

MABEY, GUY, Carpenters rd, Stratford, Iron Building Manufacturer High Court Pet Jan 6 Ord Jan 6

MEADE, FRANK, Mare st, Hackney, Leather Merchant High Court Pet Jan 7 Ord Jan 7

MILWARD, GEORGE, CLIFFORD, Folkestone, Hotel Proprietor Canterbury Pet Jan 5 Ord Jan 5

NOTLEY, CHARLES HENRY, Piddletrenthide, Dorset, Miller Dorchester Pet Jan 5 Ord Jan 5

PRICE, ROSINA EMILY, VENNING, Penarth Cardiff Pet Dec 10 Ord Jan 6

PSIMENOS, GEORGE JOHN, Welbeck st High Court Pet Dec 12 Ord Jan 7

SAUNDERS, WALTER PERCY CHARLES, Bournemouth, Contractor Poole Pet Jan 6 Ord Jan 6

SCOTT, Sir DOUGLAS E, Salisbury, Wilts Salisbury Pet Dec 20 Ord Jan 6

SELBY, JOHN WILLIAM, Kingston upon Hull, Coal Dealer Kingston upon Hull Pet Jan 5 Ord Jan 5

STAMPER, THOMAS EDWARD, Barton on Humber, Fruit Grower Great Grimsby Pet Jan 3 Ord Jan 3